LAKE COUNTY
FLORIDA

CONTRACT NO. 12-0808D

For **Leachate Disposal and/or Transportation**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the Bid of **Covanta Lake II, Inc** (hereinafter "Contractor") to supply Leachate Disposal and/or Transportation to the County pursuant to County Proposal Number **12-0808** (hereinafter "ITB"), -closing dated March 21, 2012 and Contractor's March 19, 2012 ITB response thereto with all County ITB provisions governing.

Special Clauses:

Public Records
All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

Prohibition against Contingent Fees
The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

This Contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

This Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

The failure of any party hereto at any time to enforce any of the provisions of this Contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Contract.

During the term of this Contract the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

A copy of the Contractor's signed Proposal is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **May 9, 1012** through **May 31, 2013** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Proposal.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Raveen Johnson
Senior Contracting Officer

Date: May 29, 2012

Distribution: Original-Bid File
Copy-Contractor
Copy-Solid Waste

COPY

LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

LEACHATE DISPOSAL AND/OR TRANSPORTATION

ITB Number:	12-0808	**Contracting Officer:**	Roseann Johnson
Bid Due Date:	February 29, 2012	**Pre-Bid Conf. Date:**	Not applicable
Bid Due Time:	3:00 pm	**ITB Issue Date:**	February 3, 2012

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable
Certificate of Competency/License:	See Section 1.6 and Section 1.22
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: Covanta Lake II, Inc. **Phone Number:** 352-365-1611

E-mail Address: wgluesing@covantaenergy.com **Contact Person:** Wally Gluesing

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for transportation and/or disposal of leachate in conjunction with the County's needs. The County requires the vendor to properly transport and/or dispose of solid waste landfill leachate containing chlorides from the Lake County Public Works, Solid Waste Division Facility located at 13130 County Landfill Road, Tavares, Florida. Leachate is the liquid generated by rainfall and decomposed waste that drains through and collects at the bottom of a landfill. Historical laboratory analysis of the County's leachate is available upon request.

This is an indefinite quantity term contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

Roseann Johnson, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: rjohnson@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

NOTE: From the date of the issuance of this ITB until final County action, vendors shall not discuss this ITB or any part thereof with any employee, agent, or representative of the County except the authorized representative noted above. Only those communications with the authorized representative noted above shall be considered pertinent to this ITB.

Section 1.3: Method of Award in the County's Best Interests

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received.

Note: This ITB may be awarded to multiple vendors. If the County awards to one or more vendors; the resulting contract(s) will not guarantee any one vendor(s) all of the County leachate disposal services business. The gallonage estimated would be split as the County so deems necessary for the transportation and/or disposal of the leachate.

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation

Section 1.5: Term of Contract – Twelve (12) Months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for Four (4) Additional One (1) Year Period(s)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing indexes published by the U.S. Department of Labor, Bureau of Labor Statistics (http:///www.bls.gov), Product, Wage, Earnings and Benefits Calculators. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.6.1: Price Redetermination - Fuel

If the below-identified price index for fuel (gas and/or diesel as applicable to the vendor's operation) increases by ten percent (10%) or more from the base index as defined below, the vendor may petition the Procurement Services Director in writing for an appropriate increase in

the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:

State of Florida Department of Management Services
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel for unleaded gas, Florida PAD 1, Orlando

The base index will be the index number for the month prior to the bid due date stated in the solicitation. The current month index will be the last month's index published before the request for a price re-determination is made.

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 % *(0.12 * 0.10)*. The vendor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the vendor's request for pricing adjustment.

If the Procurement Services Director grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index(s) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

Section 1.7: Method of Payment

The vendor(s) shall submit invoices to the County user department(s). In addition to the general invoice requirements set forth below, the invoices shall reference the weigh ticket and executed manifest signed by the scale attendant, driver and receiving facility. **Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services.** Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, **and confirmation of acceptance of the goods or services by the**

appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

The County encourages the use electronic pay programs.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: $ _____
Garage Keepers Liability at coverage value: $ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding

Not applicable for this ITB.

Section 1.10: Completion of Work From Date of Notice to Proceed

As specified in Statement of Work.

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) **accepted by the County** and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.12: Warranty

Not applicable for this ITB

Section 1.13 Deliveries and Completion of Solicitation Response

Section 1.13.1: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a

private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Invitation to Bid

Two (2) signed original bids and two (2) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (Number)." Do not indicate bid prices on literature.

Specific Completion Directions:

- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within

the solicitation.

- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.14: Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.15: Business Hours of Operations

As specified in the Statement of Work.

Section 1.16: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.17: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of

supply; the vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its subcontractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.18: Clean-Up

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

Section 1.19: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.20: Special Notice to Vendors Regarding Federal Requirements

This purchase action during declared emergencies may be supported in whole or in part by Federal funding. Therefore, this solicitation and any resulting contract may include provisions related to various specific federal requirements such as the Federal Emergency Management Agency (FEMA) and the Federal Department of Transportation (FDOT).

Section 1.21: Vendors Liaison/Representative

Vendors responding to this ITB shall identify a liaison person that the County can send any communication. Please provide the name, mailing address, telephone number, fax number, and email address of the contact in Section 4, Pricing/Certifications/Signatures.

Section 1.22: Specialized Licenses/Certificates (continuation of Section 1.16)

If vendors are required by any regulatory agency to maintain licenses, permits and certifications to provide services under this ITB you are to submit copies of those licenses, permits, and certifications with your bid submittal. The following licenses, permits, and certifications are required but not limited to:

- Wastewater Treatment Plant Operations Permit
- Annual Inspection for compliance with your facility's discharge permit
- FDEP Storage Tank Placard
- Accidental Discharge Plan

- User Discharge Permit
- Hauling Permits

If the vendor(s) fail to keep the required licenses, permits, and/or certifications current and in force for the term of the contract and any extension, the County shall deem you to be in breach of any contract and shall take appropriate action.

Section 1.23: Contractor's Personnel

The vendor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to insure performance of obligations and duties as set forth herein. The County shall have the right to request removal or replacement of any of the vendor(s) personnel if said personnel are unqualified, rude, belligerent, or offer a nuisance or threat.

The awarded vendor(s) shall be responsible for instructing its employees in all safety measures.

The vendor(s) shall ensure every employee on the vendor's work force is provided a photo identification badge. This badge must be worn at all times outside of their uniform when on County property. All Contractor employees shall adhere to County security standards.

The successful vendor(s)) are hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any County property. Violations may subject the vendor(s) and/or the vendor(s) employee(s) to fines, prosecution, imprisonment and/or termination of this or any other contract(s) the vendor presently holds.

Section 1.24: Spill Prevention/Control/Countermeasure Plans and Emergency Procedures

Vendor(s) shall have an emergency action plan for spill prevention or accidental discharge. A copy of these procedures shall be included with your bid submittal.

Section 1.25: Ownership of Leachate

Title to leachate shall pass to the vendor when placed in Vendor's vehicle.

Section 1.26: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.27: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the

County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.28: Public Records/ Copyrights

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

Section 1.29: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.30: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

SCOPE OF SERVICES

The purpose of this solicitation is to establish a contract for transportation and/or disposal of leachate in conjunction with the County's needs. The County requires the vendor to properly transport and/or dispose of solid waste landfill leachate containing chlorides from the Lake County Public Works, Solid Waste Division Facility located at 13130 County Landfill Road, Tavares, Florida.

Three options are being considered in this ITB.

1. Vendor(s) to transport only
2. Vendor(s) to dispose only
3. Vendor(s) to transport and dispose

Option 1
Vendor(s) shall collect, transport, and unload the leachate from the Lake County Public Works, Solid Waste Division to a pre-approved disposal facility.

Option 2
Vendor(s) accept the leachate from pre-approved vendor(s) transporting from the Lake County Public Works, Solid Waste Division to the vendor(s) disposal facility for processing.

Option 3
Vendor(s) shall collect, transport, and unload the leachate from the Lake County Public Works, Solid Waste Division to their pre-approved disposal facility for processing.

Note: The County may also elect to transport the leachate utilizing County equipment to the approved disposal facilities.

The vendor(s) shall have the ability to dispose of at least 50,000 gallons within a twenty-four (24) hour period during peak times. Weather conditions and solid waste operations will affect leachate quantities. The County may not require the contractor services during certain weeks due to small quantities of leachate being generated. However, the contractor shall be available and on call 365 days per year.

The County's estimated total annual gallonage for disposal is 1,000,000 to 3,000,000.

The quantities listed in the pricing section are **estimated annual** requirements only and are given only to allow for preparation of your bid proposal. **NO QUANTITIES ARE GUARANTEED FROM THIS INVITATION TO BID.** Any contract entered into will be an indefinite quantity type. The contractor shall provide services as may be ordered, and the contract shall be binding only for the actual services ordered during the contract period. Blanket Purchase Orders, E Payment or Visa payments will be utilized throughout the contract period(s) as needs are determined.

The Lake County Public Works, Solid Waste Division is located at:
13130 County Landfill Road
Tavares, FL 32778

Lake County Public Works, Solid Waste Division Facility hours of operation are:

Days of Operation	Hours of Operation
Monday through Saturday	7:30 am to 5:30 pm Last load 5:00 pm
Sundays, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day	Closed

And/or

Any other days that may be necessary to address natural disasters and/or unforeseen events.

The vendor(s) shall collect, transport and properly dispose of leachate from the Lake County Public Works, Solid Waste Division in Tavares, Florida to the vendors processing facility.

Vendor(s) bidding on transportation only to disposal sites shall have the ability to transport a minimum of two to six loads per day.

The County reserves the right to add or subtract disposal facilities.

The County has prequalified the following sites for disposal. Only these sites will be competing through this ITB for the disposal rights. The County is supplying the addresses to these sites for transport companies for costing analysis for this ITB. Actual sites shall be determined during the evaluation process for this ITB.

Note: If you have a site that you wish to have pre-qualified for a future solicitation, please contact Lake County Public Works, Solid Waste Division Facility to start the qualifying processes.

Site A:
Liquid Environmental Solutions, Inc.
1640 Tallyrand Road
Jacksonville, FL 32205
800.447.3592

Site B:
Water Recovery, Inc.
1819 Albert Street
Jacksonville, FL 32202
904.475.9320

Site C
Covanta Lake II, Inc.
3830 Rogers Industrial Park Road

Okahumpka, FL 34762
352.365.1611, ext. 228

The vendor(s) disposal site shall be an approved EPA (Environmental Protection Agency Centralized Waste Treatment/FDEP (Florida Department of Environmental Protection) permitted site and shall adhere to all rules and regulations set forth by FDEP. A copy of the permit shall be submitted with your bid.

The County reserves the right to conduct its own investigation of the disposal site to determine whether the site is acceptable, in the County's sole discretion. Vendor(s) shall supply any additional information requested by the County, including facility inspection/compliance reports.

Vendors are encouraged to familiarize themselves with the facilities as listed in the above specifications. Failure to do so will not discharge bidder liability to supply the transportation and/or disposal of the leachate under the terms and conditions specified herein.

The vendor(s) shall have vehicles at the County landfill location within twenty-four (24) hours of County notification. The vendor's tankers shall be empty and free of any contaminants that may affect the chemical characteristics of the leachate. The County reserves the right to inspect tankers and sample contents as needed, and reject any contaminated tanker from County service.

Transport by a Lake County contracted hauler to the vendor's disposal facility will be monitored and no load will leave the County landfill that exceeds FDOT (Florida Department of Transportation) weight limits.

Prior to the vendor(s) or its representative leaving the Lake County Public Works, Solid Waste Division with a load of leachate, the County will provide the vendor(s) with a transaction receipt (weigh ticket) showing the gross, tare and net tons of each load removed and manifest with EPA identification numbers for the Generator, Transporter and Receiving Facility.

The vendor(s) shall use only drivers certified to transport waste materials of the category determined by laboratory analysis of the contained product and vehicles certified to contain and transport the same. The vendor(s) shall secure and maintain all licenses, certifications, insurance and all other required regulatory qualifications to transport and transfer the same.

The vendor(s) shall provide all labor, trucks, connection hoses and associated waste handling equipment for the collection, transportation and disposal of leachate. The vendor(s) agrees to provide only trained personnel to perform collection, transportation and disposal of Leachate. Vendor(s) agrees that spill control, reporting and clean up in accordance with federal, state and local standards associated with truck loading, transportation and unloading is the sole responsibility of the vendor(s).

The County's current leachate system includes storage tanks and appurtenances in order to provide for fast filling of tanker trucks.

Due to the presence of methane gas, there is no smoking allowed at the Lake County Public Works, Solid Waste Division Facility. Vendor(s) shall not smoke at the Lake County Public

Works, Solid Waste Division Facility nor permit any employee or representative to smoke at the Lake County Public Works, Solid Waste Division Facility.

The basis of payment for collection, transport, and unloading shall be the net weight of liquid loaded into the trucks which are transported across the scales at the Lake County Public Works, Solid Waste Division Facility. The unit weight of leachate shall be 8.34 pounds per gallon. The vendor(s) shall submit a monthly detailed invoice to the County for the purpose of payment which will be determined by the number of gallons of leachate actually hauled, based on the Lake County Public Works, Solid Waste Division Facility scale records. Lake County will provide the contractor with an itemized scale house record of leachate hauled each calendar month only upon request.

Testing: Lake County will collect, analyze and pay for laboratory samples required by the regulatory agencies.

Transportation costs to the disposal facility will be a factor in the award.

No back haul charges are allowed.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this Invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of

the form may result in the rejection of the bid.

B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the bidder's firm must sign the bid **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**

D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.

E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.

G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.

H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be

governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION
The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY
All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES
Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY
It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK
Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES
The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING
Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT
The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITIES AS EMPLOYER
The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION
To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT
Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE
The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING
When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT
The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION
Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT
The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS
All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.
Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS
The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS
Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

3.33 PRIME CONTRACTOR
The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE
The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES
No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE
For all agreements exceeding $150,000, the firm awarded the agreement may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING
In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

ITB TITLE: LEACHATE DISPOSAL AND/OR TRANSPORTATION

NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: February 6, 2012

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this ITB.

PRICING SECTION

Item	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.	**OPTION 1** The vendor shall provide for all labor, trucks, connection hoses and associated waste handling equipment for the collection, transportation and unloading to a preapproved County disposal site per preceding terms, conditions and scope of work.				
	Site A: Liquid Environmental Solutions Inc.	Per Gal	3,000,000	$ N/A	$ N/A
	Site B: Water Recovery Inc.	Per Gal	3,000,000	$ N/A	$ N/A
	Site C: Covanta Lake II, Inc.	Per Gal	3,000,000	$ N/A	$ N/A
	Capacity to haul leachate to the County preapproved facilities. N/A loads per day N/A hours notification for emergency transport due to heavy rains Name/telephone/cell phone number of emergency contact: N/A				
2.	**OPTION 2** The vendor shall dispose/process the County leachate transported by independent haulers or County transport received at the vendor site per the preceding terms, conditions and scope of work.	Per Gal	3,000,000	$ 0.08	$240,000.00

	Name/telephone/cell phone number of emergency contact: Gary Main 352-365-1611 Ext 226 Wally Gluesing 352-365-1611 Ext 231 Joseph Treshler 727-919-7721				
3.	**OPTION 3** The vendor shall provide for all labor, trucks, connection hoses and associated waste handling equipment for the collection, transportation and unloading to their disposal site per preceding terms, conditions and scope of work.	Per Gal	3,000,000	$ N/A	$ N/A
	The vendor shall dispose/process the County leachate per the preceding terms, conditions and scope of work.	Per Gal	3,000,000	$ N/A	$ N/A
			TOTAL OPTION 3		$ N/A
	Capacity to haul leachate to your preapproved facility. N/A loads per day N/A hours notification for emergency transport due to heavy rains Name/telephone/cell phone number of emergency contact: N/A				

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process
Vendor will accept payment using the County's VISA- based electronic payment system: ☒ Yes ☐ No

Purchasing Agreements with Other Government Agencies
This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☒ No (Check one)

Certification Regarding Felony Conviction
Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

Conflict of Interest Disclosure Certification
Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

COPY

DUNS Number (Insert if this action involves a federal funded project): N/A

General Vendor Information and Bid Signature:

Firm Name: Covanta Lake II, Inc.
Street Address: 3830 Rogers Industrial Park Rd, Okahumpka, Fl. 34762
Mailing Address (if different):
Telephone No.: 352-365-1611 Fax No.: 352-365-6359 E-mail: JTreshler@covantaenergy.com
FEIN No. 73 - 1695440 Prompt Payment Terms: % days, net 30
Signature: Date: March 19, 2012
Print Name: Joseph Treshler Title: VP, Business Management

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

☐ Sole vendor
☐ Pre-qualified pool vendor (spot bid)
☒ Secondary vendor for items:
☐ Pre-qualified pool vendor based on price
☐ Primary vendor for items:
☐ Other status:

Signature of authorized County official: Roseann Johnson Date: 5-29-12
Printed name: Roseann Johnson Title: Sr. Contracting Officer
Purchase Order Number assigned to this contract for billing purposes: TBD

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References
Attachment 2: Check List

WORK REFERENCES

Agency	Lake County Public Works Solid Waste Division
Address	P.O. Box 7800
City,State,ZIP	Tavares, FL. 32775
Contact Person	Jeff Cooper
Telephone	352-253-1685
Date(s) of Service	Commenced 1991
Type of Service	Municipal Solid Waste Energy Recovery & Disposal Facility
Comments:	Jeff Cooper is the Waste Disposal Agreement Service Coordinator

Agency	Pasco County Department of Solid Waste
Address	14230 Hays Road
City,State,ZIP	Spring Hill, FL. 34610
Contact Person	John Power
Telephone	727-856-0119
Date(s) of Service	Commenced 1991
Type of Service	Municipal Solid Waste Energy Recovery & Disposal Facility
Comments:	John Power is the Solid Waste Manager, Pasco County

Agency	Hillsborough County Utilities Dept.
Address	P.O. Box 1110
City,State,ZIP	Tampa, FL. 33601
Contact Person	Patricia Berry
Telephone	873-272-5977 Ext. 43338
Date(s) of Service	Commercial 1987
Type of Service	Municipal Solid Waste Recovery & Disposal Facility
Comments:	Patricia Berry is the Solid Waste Management Group Manager

Bid Check List

Bidder has enclosed in your opaque envelope properly addressed as

Bid Request No. 12-0808 (Please ensure company name upper left hand corner)	Yes X	No
Insurance Requirements (Section 1.8)	Yes X	No
Two originals and three (3) copies Of complete bid package (Section 1.13.2)	Yes X	No

Have you supplied the required technical information? (Section 1.22)

Occupational License	Yes X	No	
Hauling Permits	Yes N/A	No N/A	
Wastewater Treatment Plant Operations Permit	Yes X	No	
Annual Inspection for compliance with your facility's discharge permits	Yes X	No	
FDEP Storage Tank Placard	Yes N/A	No N/A	
Accidental Discharge Plan	Yes X	No	
User Discharge Permit	Yes X	No	(See Waste Water Permit)
Exceptions to specifications (Section 2) (If any)	Yes X	No	(See Covanta Comments & Clarifications)
The complete bid document including pricing -include service facility location -available delivery -contact person information	Yes X	No	
Copy of State Registration (Corporation)	Yes X	No	
Copy of Emergency Action Plan (Spill Prevention/Accidental Discharge)	Yes X	No	
References (Section 5)	Yes X	No	

COPY

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1

Date: February 6, 2012

ITB / RFP No. 12-0808

ITB/RFP Title: Leachate Disposal and/or Transportation

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum _x_ does ____ does not change the date for receipt of bids or proposals.

The purpose of this addendum is to change the bid opening date. The new due date for this bid will be Wednesday March 21, 2012 at 3:00 p.m.

Firm Name: Covanta Lake II, Inc. Date: March 19, 2012

Signature: _____ Title: VP, Business Management

Typed/Printed Name: Joseph Treshler

COPY

LAKE COUNTY, FL

INVITATION TO BID # 12-0808

BID DUE DATE 3/21/12 – 3:00 PM

CONVANTA LAKE II, Inc. Response

Comments & Clarifications

SECTION 2 – STATEMENT OF WORK

Covanta Lake II, Inc. (Covanta) is pleased to respond to Lake County ITB #12-0808 and offer the following comments and clarifications with respect to our response as follows.

1. Covanta is providing a response for disposal only of the solid waste leachate containing chlorides from the Lake County Public Works, Solid Waste Division Facility located at 13130 County Landfill Road, Tavares, Florida.
2. Disposal will be provided at the Covanta Lake II, Inc. Facility (the Facility) located at 3830 Rogers Industrial Park Rd., Okahumpka, FL 34762 in accordance with FDEP Air Permit No. 0690046-011-AC. A copy of this permit is provided as part of our response.
3. The disposal ability we are proposing is consistent with requirements of the above identified permit as follows.
    a. Covanta will accept and dispose of leachate at the rate of 18,000 gallons per day, six days per week - when both of the Facility's two combustion units are in operation.
    b. Covanta requests the right to reduce the amount of leachate it will accept and dispose of to 6,000 gallons per day – when either of the Facility's two combustion units is off line for maintenance.
    c. Covanta requests the right to cease the amount of leachate it will accept and dispose of – when both of the Facility's two combustion units are off line for maintenance.
    d. Covanta reserves the right to cease the acceptance of leachate for disposal if in the course of processing this material we identify issues that negatively impact the Facility's operation or performance (including but not limited to environmental performance, operational performance, employee and/or public health, employee and/or public safety) that cannot be immediately resolved. In such case Covanta would notify the County's designated representative immediately.
4. Covanta has historically demonstrated annual online availability of its combustion units in excess of 92%. Based on this historical availability Covanta would be able to process in excess of 5,000,000 gallons per year at the 18,000 gallons per day – 6 day per week basis we have proposed. This is well in excess of the County's 3,000,000 gallon per year requirement stated in Section 2. Further, Covanta would be willing to accept leachate for disposal on a 7 day per week basis in accordance with the acceptance terms set forth in Item #3 above - if this would prove to be a benefit to the County.

5. Covanta's ability to accept the County's leachate for disposal is premised on the County continued ability to attest that - the leachate is not regulated as a "hazardous waste" under Subtitle C of the Resource Conservation and Recovery Act (RCRA) – as was provided in the MOU executed 1/10/12 between Covanta Lake II, Inc. and Lake County where in the Parties agreed to work together to demonstrate the Facility's ability to safely and economically process the County's Landfill leachate.

Covanta is prepared to meet with Lake County representatives properly designated under this ITB Process to discuss any questions or comments the County may have about the comments and clarifications Covanta has provided here in and to work with the County and resolve any issues necessary to allow the Parties to enter into a mutually acceptable binding contract, in accordance with the terms of this procurement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-212-994-7100
Arthur J. Gallagher Risk Management Services, Inc.

250 Park Avenue
3rd Floor
New York, NY 10177

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Federal Ins Co	20281
INSURER B: Ace American Ins Co	22667
INSURER C: AMERICAN GUAR & LIAB INS	26247
INSURER D: INDEMNITY INS CO OF NORTH AMER	43575
INSURER E:	
INSURER F:	

INSURED
Covanta Lake II, Inc.

3830 Rogers Industrial Park Rd

Okahumpka, FL 34762

COVERAGES **CERTIFICATE NUMBER:** 23766556 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			37114397	10/20/11	10/20/12	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 50,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY			ISA H0 8690923	10/20/11	10/20/12	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			UMB-9828844-01	10/20/11	10/20/12	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED X RETENTION $ 25,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WLR C4 6772854 (AOS)	10/20/11	10/20/12	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
US Bank National Association Corporate Trust Services is included as an Additional Insured as per the policy as required by the terms of a written agreement between the parties for liability arising out of the Insureds negligent acts

CERTIFICATE HOLDER

US Bank Corporate Trust Services

Attn: Susan Heafner
225 Water Street, Suite 700

Jacksonville, FL 32202

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lake PERMIT REVIEW SUMMARY				
Permit Number	**Type of Permit (Air, Water, Solid Waste, Other)**	**Issue Date**	**Expiration Date**	**Comments**
0690046-010-AV	Title V Air operating permit	11/21/11	11/20/16	Permit renewal due 4/9/16
0690046-011-AC	Temporary Leachate Injection permit	12/22/11	3/1/13	Permit renewal due 8/1/12
PSD-FL-113	MWC Air PSD construction permit	2/19/88		Permit does not expire
2834	Groundwater Withdraw Permit (Consumptive Use)	10/23/03	10/23/23	Annual renewal
RC35-117521	Stormwater general permit	10/12/87		Permit does not expire
3354870	NTNC Potable Water ID			Permit does not expire
372660	Above Ground Storage Tanks Registration	6/23/11	6/30/12	Annual renewal
35-QT-00180	Septic System Permit	10/30/010	11/30/12	Annual renewal
FLA010550	Industrial Wastewater Discharge Permit (NPDES)	9/18/07	9/17/12	
SO35-0022982-005	Solid Waste Permit	8/19/11	8/19/16	Renewal due 6/20/16
LAKE-02	APHIS Compliance Agreement	2/17/12		Renewed annually
FLD984258731	EPA ID No. Waste, HW burner, UW handler	12/21/06		Number does not have expiration date

Florida Department of Environmental Protection
Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

PERMITTEE

Covanta Lake II, Inc.
3830 Rogers Industrial Park Road
Okahumpka, Florida 34762

Authorized Representative:
Mr. Gary Main, Facility Manager

Air Permit No. 0690046-011-AC
Permit Expires: March 1, 2013
Minor Air Construction Permit

Lake County Resource Recovery Facility
Temporary Leachate Injection Project

PROJECT

This is the final air construction permit, which authorizes the temporary injection of landfill leachate into the lime spray dryer absorbers (scrubbers) that are part of the air pollution control equipment of the two mass-burn municipal waste combustors (Units 1 and 2) at the Lake County Resource Recovery Facility. The resource recovery facility is categorized under Standard Industrial Classification No. 4953. The existing facility is located in Lake County at 3830 Rogers Industrial Road, Okahumpka. The UTM Coordinates are: Zone 17; 413.12 kilometers (km) East; and, 3179.21 km North; Latitude: 28° 44' 22" North; and, Longitude: 81° 53' 23" West.

This final permit is organized into the following sections: Section 1 (General Information); Section 2 (Administrative Requirements); Section 3 (Emissions Unit Specific Conditions). As noted in the Final Determination provided with this final permit, only minor changes and clarifications were made to the draft permit.

STATEMENT OF BASIS

This air pollution construction permit is issued under the provisions of: Chapter 403 of the Florida Statutes (F.S.) and Chapters 62-4, 62-204, 62-210, 62-212, 62-296 and 62-297 of the Florida Administrative Code (F.A.C.). The permittee is authorized to conduct the proposed work in accordance with the conditions of this permit. This project is subject to the general preconstruction review requirements in Rule 62-212.300, F.A.C. and is not subject to the preconstruction review requirements for major stationary sources in Rule 62-212.400, F.A.C. for the Prevention of Significant Deterioration (PSD) of Air Quality.

Upon issuance of this final permit, any party to this order has the right to seek judicial review of it under Section 120.68 of the Florida Statutes by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the clerk of the Department of Environmental Protection in the Office of General Counsel (Mail Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32399-3000) and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The notice must be filed within 30 days after this order is filed with the clerk of the Department.

Executed in Tallahassee, Florida
Electronic Signature

Office of Permitting and Compliance
Division of Air Resource Management
Department of Environmental Protection
Tallahassee, Florida

Jeffery F. Koerner
2011.12.22 09:46:06 -05'00'

CERTIFICATE OF SERVICE

The undersigned duly designated deputy agency clerk hereby certifies that this Final Air Permit package (including the Final Determination and Final Permit) was sent by electronic mail, or a link to these documents made available electronically on a publicly accessible server, with received receipt requested before the close of business on the date indicated below to the following persons.

Mr. Gary Main, Covanta Lake II, Inc.: gmain@covantaenergy.com
Mr. Brad James, P.E., Trinity Consultants: bjames@trinityconsultants.com
Ms. Caroline Shine, DEP Central District Office: caroline.shine@dep.state.fl.us
Ms. Lynn Scearce, DEP OPC: lynn.scearce@dep.state.fl.us
Ms. Barbara Friday, DEP OPC: barbara.friday@dep.state.fl.us

Clerk Stamp

FILING AND ACKNOWLEDGMENT FILED, on this date, pursuant to Section 120.52(7), Florida Statutes, with the designated agency clerk, receipt of which is hereby acknowledged.

Elizabeth Walker
2011.12.22 10:18:34
-05'00'

FACILITY DESCRIPTION

The Lake County Resource Recovery Facility consists of two identical 288 tons per day (TPD) mass-burn municipal waste combustors (Units 1 and 2) and associated support equipment. The resource recovery facility is categorized under Standard Industrial Classification Code No. 4953. The facility is located in Lake County at 3830 Rogers Industrial Park Road, Okahumpka. The UTM Coordinates are: Zone 17; 413.12 km East; and 3179.21 km North. This site is in an area that is in attainment (or designated as unclassifiable) for all air pollutants subject to Ambient Air Quality Standards.

Each furnace is equipped with an aqueous ammonia (NH_3) injection system based on the principle of selective non-catalytic reduction for nitrogen oxides (NO_X) control. After heat recovery for electrical energy production, the exhaust gas from each furnace is further cooled by injection of water and slaked lime slurry into a spray dryer absorber (scrubber) where acid gases react with lime and are converted to solid reaction products. Activated carbon is injected after the scrubber for mercury (Hg) and dioxin/furan (D/F) control. Fly ash, including reaction products from the scrubber and the spent activated carbon are removed in a fabric filter baghouse. The exhaust is conveyed via an induced draft fan into a flue located within the facility stack.

The facility is equipped with continuous emission and opacity monitoring systems (CEMS and COMS) for carbon monoxide (CO), sulfur dioxide (SO_2), NO_X, and visible emissions (VE). Annual stack testing is required for particulate matter (PM), hydrogen chloride (HCl), mercury, dioxin/furan, cadmium and lead.

Steam output from the two processing trains drives a 15.7 megawatts steam turbine-electric generator. The fly ash, stoker grate bottom ash and other wastes are combined and transported to a Class I landfill or ash monofill having an in-place bottom liner and leachate collection system.

PROPOSED PROJECT

The applicant requests authorization to replace the reverse osmosis (RO) reject water injected into the scrubbers with leachate generated at the Lake County (Astatula) Landfill near Tavares. In the proposed process, RO reject water presently injected into the scrubbers would instead be injected into the furnace through some unused aqueous NH_3 injection ports.

This project will affect the following emissions units (EU).

EU No.	Emission Unit Description
001	288 TPD (maximum) Municipal Solid Waste Combustor & Auxiliary Burners Unit 1
002	288 TPD (maximum) Municipal Solid Waste Combustor & Auxiliary Burners – Unit 2

FACILITY REGULATORY CLASSIFICATION

- The facility is a major source of hazardous air pollutants.
- The facility does not operate units subject to the acid rain provisions of the Clean Air Act.
- The facility is a Title V major source of air pollution in accordance with Chapter 62-213, F.A.C.
- The facility is a major stationary source in accordance with Rule 62-212.400, F.A.C. for the PSD of Air Quality.
- The facility is subject to the applicable provisions of Title 40 Code of Federal Regulations (CFR), part 60 Subpart A - General Provisions and Subpart Cb - Emissions Guidelines and Compliance Times for Large Municipal Waste Combustors.

SECTION 2. ADMINISTRATIVE REQUIREMENTS

1. Permitting Authority: The Permitting Authority for this project is the Office of Permitting and Compliance in the Division of Air Resource Management of the Department. The mailing address for the Office of Permitting and Compliance is 2600 Blair Stone Road, MS #5505, Tallahassee, Florida 32399-2400.

2. Compliance Authority: All documents related to compliance activities such as reports, tests, and notifications shall be submitted to the Central District Office at: 3319 Maguire Boulevard, Suite 232, Orlando, Florida 32803-3767. The telephone numbers of the Central District Office are: (407) 894-7555; and Fax: (407) 897-2966.

3. Applicable Regulations, Forms and Application Procedures: Unless otherwise specified in this permit, the construction and operation of the subject emissions units shall be in accordance with the capacities and specifications stated in the application. The facility is subject to all applicable provisions of: Chapter 403, F.S.; and Chapters 62-4, 62-204, 62-210, 62-212, 62-213, 62-296 and 62-297, F.A.C. Issuance of this permit does not relieve the permittee from compliance with any applicable federal, state, or local permitting or regulations.

4. New or Additional Conditions: For good cause shown and after notice and an administrative hearing, if requested, the Department may require the permittee to conform to new or additional conditions. The Department shall allow the permittee a reasonable time to conform to the new or additional conditions, and on application of the permittee, the Department may grant additional time. [Rule 62-4.080, F.A.C.]

5. Modifications: The permittee shall notify the Compliance Authority upon commencement of construction. No new emissions unit shall be constructed and no existing emissions unit shall be modified without obtaining an air construction permit from the Department. Such permit shall be obtained prior to beginning construction or modification. [Rules 62-210.300(1) and 62-212.300(1)(a), F.A.C.]

6. Source Obligation: At such time that a particular source or modification becomes a major stationary source or major modification (as these terms were defined at the time the source obtained the enforceable limitation) solely by exceeding its projected actual emissions, then the requirements of subsections 62-212.400(4) through (12), F.A.C., shall apply to the source or modification as though construction had not yet commenced on the source or modification. [Rule 62-212.400(12), F.A.C.]

7. Application for Title V Permit: This permit authorizes construction of the permitted emissions units and initial operation to determine compliance with Department rules. A Title V air operation permit is required for regular operation of the permitted emissions unit. The permittee shall apply for a Title V air operation permit at least 90 days prior to expiration of this permit, but no later than 180 days after commencing operation. To apply for a Title V operation permit, the applicant shall submit the appropriate application form, compliance test results, and such additional information as the Department may by law require. The application shall be submitted to the appropriate Permitting Authority with copies to the Compliance Authority. [Rules 62-4.030, 62-4.050, 62-4.220 and Chapter 62-213, F.A.C.]

B. Temporary Leachate Injection Project (EU 001 and EU 002)

This section of the permit addresses the following emissions units.

ID No.	Emission Unit Description
001	288 TPD (maximum) Municipal Solid Waste Combustor & Auxiliary Burners – Unit 1
002	288 TPD (maximum) Municipal Solid Waste Combustor & Auxiliary Burners – Unit 2

COMPLIANCE WITH EXISTING PERMIT CONDITIONS

1. Existing Permits: This permit supplements all existing valid permits. The permittee shall continue to comply with all applicable conditions from valid air construction and facility Title V operation permits. [Permit No. 0690046-010-AV]

EQUIPMENT

2. Temporary Leachate Storage Tank: The permittee is authorized to temporarily install and operate a temporary storage container during the temporary leachate injection project. Tanker trucks will fill the storage container with the leachate using the existing piping system at the facility. [Application No. 0690046-011-AC; and Rules 62-4.070(3), and 62-212.300 F.A.C.]

PERFORMANCE RESTRICTIONS

3. Leachate Injection Project: For Units 1 and 2, the permittee is temporarily authorized to replace the RO reject water injected into the scrubbers with municipal landfill leachate. The RO reject water will be temporarily injected into the furnace through unused aqueous NH_3 injection ports. Operational and emissions data will be collected to evaluate overall impacts in support of a future permanent request to use leachate as an alternative to the RO reject water. [Application No. 0690046-011-AC; and Rule 62-4.070(3), F.A.C.]

4. Hours of Operation: Continuous operation of the leachate injection project is permitted through February 28, 2013. [Application No. 0690046-011-AC; and Rules 62-4.070(3) and 62-210.200(PTE), F.A.C.]

EMISSIONS LIMITING AND PERFORMANCE STANDARDS

5. Performance Requirements – Leachate Injection Project: During the temporary leachate injection project, the permittee shall comply with all terms and conditions in the current Title V air operation permit. If the temporary injection of the leachate into the scrubbers results in operation that is not in accordance with the conditions of the Title V permit or this air construction permit, the permittee shall cease the temporary demonstration project as soon as possible and immediately notify the Compliance Authority (by phone, fax, or email). The project shall not resume until appropriate actions have been taken to correct the problem. [Application No. 0690046-011-AC; and Rule 62-4.130, F.A.C.]

6. Objectionable Odor Prohibited: No person shall cause, suffer, allow, or permit the discharge of air pollutants which cause or contribute to an objectionable odor. An "objectionable odor" is defined as any odor present in the outdoor atmosphere, which by itself or in combination with other odors, is or may be harmful or injurious to human health or welfare, which unreasonably interferes with the comfortable use and enjoyment of life or property, or which creates a nuisance." [Rule 62-296.320(2), F.A.C.]

MONITORING AND TESTING

7. Monitoring of Operations: During the course of the project, emissions shall be determined by the CEMS and COMS for opacity, CO, NO_X and SO_2 for purposes of demonstrating continuous compliance with the emissions limits while practicing leachate injection. [Application No. 0690046-011-AC; and Rule 62-297.310(7), F.A.C.]

8. Leachate Injection Emissions Testing: During a scheduled, required annual compliance testing after issuance of this permit, each emissions unit shall demonstrate compliance with the emissions standards for VE, PM, mercury, cadmium, lead and HCl while practicing leachate injection. At least one unit shall be tested for and demonstrate compliance with the emissions standard for dioxin/furan while practicing leachate injection. If the permittee is not able to practice leachate injection during the regular compliance stack test(s), the permittee may schedule and conduct separate stack testing before or after the regularly scheduled test, but within the time frame allotted by this permit (before March 1 2013).
[Application No. 0690046-011-AC; 40 CFR 60, Subpart Cb; and Rule 62-297.310(7), F.A.C.]

CONTINUED OPERATION

9. Permanent Leachate Injection: To permanently inject leachate into Units 1 and 2 scrubbers, the permittee shall submit an application for an air construction permit consisting of an updated version of the previous application and a summary report. The summary report shall include: the actual schedule and overall description of the temporary leachate injection project; any operational issues encountered during the course of the project; a summary of historical stack tests conducted before the temporary leachate injection project compared with stack test(s) conducted while practicing leachate injection; an updated estimate of net emissions increases related to permanent leachate injection; and any updated design features, including permanent equipment and new construction activities. [Rule 62-4.070(3), F.A.C.]

Florida Department of
Environmental Protection
Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

STATE OF FLORIDA
INDUSTRIAL WASTEWATER FACILITY PERMIT

PERMITTEE:

Covanta Lake II, Inc.
3830 Rogers Industrial Park Road
Okahumpka, FL 34762

PERMIT NUMBER: 35-FLA010550
FILE NUMBER: 35-FLA010550-005-1W8C
ISSUANCE DATE: September 18, 2007
EXPIRATION DATE: September 17, 2012

RESPONSIBLE AUTHORITY:

Mr. Viet Ta
Environmental Engineer

FACILITY:

Lake County Resource Recovery
3830 Rodgers Industrial Park Road
Okahumpka, FL 34762
Lake County

Latitude: 28° 44' 28.05" N Longitude: 81° 53' 19.84" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.) and applicable rules of the Florida Administrative Code (F.A.C.). The above named permittee is hereby authorized to operate the facilities shown on the application and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

This permit authorizes continued operation of an existing Industrial Wastewater Treatment and Disposal system. The cold lime softening and reverse osmosis systemconstruction authorized under pervious permit was put into operation in November 2003. As a result, the cooling tower blow down water is now treated and reused. This reuse eliminates the routine ground water discharge. The pond system will remain authorized for the secondary operation mode for effluent disposal during machine maintenance periods or emergency situations. Such discharge is limited to 30 days per year.

During periods of discharge to the pond system, the volume discharges shall not exceed 0.057 Million Gallon per Day (MGD) average daily flow. The flow diagram Dep Exhibit #3 is included in this permit by reference. In recycle mode water is supplied by the well at 198 gallon per minute (gpm). This water is divided by the onsite domestic waste system at 4.3 gpm. The remaining supply of water is used for equipment cooling at 21 gpm and in the cooling towers at 172.9 gpm. The equipment cooling waste stream will be used in the cooling towers. The cooling towers also get 7.5 gpm boiler blow down and 34.5 gpm makeup water from the reclaimed water storage tank.

The blow down water is fed to the recycle system at 60 gpm with 5.6 gpm going to the scrubbers and the remaining 54.4 gpm going to the recycle system. The recycle treatment system consists of cold lime softening and reverse osmosis units. The remaining 48 gpm product water (reclaimed effluent) is directed to the reclaimed storage tank

for reuse. The reclaimed effluent is used to feed the demineralizer and cooling tower. No waste stream is discharged from the settling basin, scrubber or ash quencher. From the demineralizer, the water is fed to the boilers at 7.5 gpm or to the neutralization tank at 0.4 gpm. The water from the neutralization tank goes to a settling basin, which also receives rainfall. The water from the settling basin is used in the ash quencher. All other waste streams described above are reused and there shall be no discharges of the other waste streams to ground or surface waters of the state.

The domestic waste is treated in aseptic tank/drainfield system. Operation of this system is not part of this permit.

WASTEWATER TREATMENT:

The wastewater discharged into the percolation pond will be filtered through the RO system. No discharge has occurred since the cooling tower blow down recycle system was put into place November of 2003.

EFFLUENT DISPOSAL:

Land Application:

The ground water discharge system is designated Discharge System G-001. The Discharge System is set of 3 percolation ponds located on the southeastern portion of the site. These ponds are adjacent to, but not a part of the storm water system. There will be no discharges from the percolation ponds to the surface waters of the state under any conditions.

The total design capacity of the disposal System is 0.057 MGD

Land application system G-001 is located approximately at latitude 28° 44' 28.05" N, longitude 81° 53' 19.84" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements and other conditions as set forth in Part I through Part VIII on pages 3 through 14 of this permit.

I. Effluent Limitations and Monitoring Requirements

A. Surface Water Discharges

1. This section is not applicable to this facility.

B. Underground Injection Control Systems

1. This section is not applicable to this facility.

C. Land Application Systems

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to discharge cooling tower blow down to Land Application System G-001, which consists of 3 percolation ponds. Such discharge shall be limited and monitored by the permittee as specified below:

	Discharge Limitations			Monitoring Requirements		
Parameters (units)	Monthly Average	Daily Maximum	Daily Minimum	Monitoring Frequency	Sample Type	Sample Point
Flow (MGD)	Report	0.057	--	Daily	Meter	EFF-01
pH (SU)	--	8.5	6.0	Daily while discharging	Grab	EFF-01
Sodium, Total (MG/L)	--	Report	--	*	Grab	EFF-01
Solids, Total Dissolved (TDS) (MG/L)	--	Report	--	*	Grab	EFF-01
Sulfate, Total (MG/L)	--	Report	--	*	Grab	EFF-01

Daily Discharge - The "discharge of a pollutant" measured during a calendar day or any 24 hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutants discharged over the day. For pollutants expressed in other units of measurements; e.g., concentration, "daily discharge" is calculated as the average measurement of the pollutant over the day.

Average Monthly Discharge Limitation - The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

Maximum Daily Discharge Limitation - The highest allowable daily discharge.

* The discharge is limited to a total of 30 days per calendar year. During the discharge event, the first sampling event shall be within 24 hours when the discharge begins. Thereafter, one additional sample shall be collected every two weeks while discharge continues. A minimum of two sampling events, evenly spaced, are required for discharge that last 15 days or less

2. Effluent samples shall be taken at the monitoring site locations listed in permit condition I.C.1 and as described below:

Sample Point	Description of Monitoring Location
EFF-01	Sampling port prior to point of discharge to the disposal system

D. Other Methods of Disposal or Recycling

1. There shall be no discharge of industrial wastewater from this facility to ground or surface waters, except as authorized by this permit.

E. Other Limitations and Monitoring and Reporting Requirements

1. Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Central District Office Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e., monthly, quarterly, etc.) indicated on the DMR forms attached to this permit. Monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below.

REPORT Type on DMR	Monitoring Period	DMR Due Date
Monthly	first day of month – last day of month	28th day of following month
Quarterly	January 1 - March 31	April 28
	April 1 – June 30	July 28
	July 1 – September 30	October 28
	October 1 – December 31	January 28

If no discharge occurs during the reporting period, sampling requirements of this permit do not apply. However, the DMRs shall be submitted as specified above with the NO DISCHARGE FROM SITE indicator box checked or the statement, "No Discharge" written thereon. If, during the term of this permit, the facility ceases to discharge, the Department shall be notified immediately upon cessation of discharge. Such notification shall be in writing.

The permittee shall make copies of the attached DMRs and submit the completed DMRs to the Department's Central District Office at the address specified in Permit Condition I.E.2.

2. Unless specified otherwise in this permit, all reports and notifications required by this permit, including twenty-four hour notifications, shall be submitted to or reported to the Central District Office at the address specified below:

Florida Department of Environmental Protection
Central District Office
Wastewater Compliance/Enforcement Section
Suite 232, 3319 Maguire Blvd.
Orlando, FL 32803

Phone Number – (407) 893-3313
FAX Number - (407) 893-3166

3. All reports and other information shall be signed in accordance with requirements of Rule 62-620.305, F.A.C.

4. The permittee shall provide safe access points for obtaining representative samples, which are required by this permit.

5. If there is no discharge from the facility on a day scheduled for sampling, the sample shall be collected on the day of the next discharge.

6. Any bypass of the treatment facility, which is not included in the monitoring specified in Section I.C, is to be monitored for flow and all other required parameters. For parameters other than flow, at least one grab sample per day shall be monitored. Daily flow shall be monitored or estimated, as appropriate, to obtain reportable data. All monitoring results shall be reported on the appropriate DMR.

7. The permittee shall review the requirements of Rule 621-621.300 FAC for any construction dewatering activities that will require short-term discharge to the surface waters of the State. Please contact this office before commencing the short-term surface water discharges due only to the construction activity.

II. Industrial Sludge Management Requirements

1. This section not applicable to this facility.

III. Ground Water Monitoring Requirements

A. Construction Requirements

1. This section is not applicable to this facility.

B. Operational Requirements

1. During the period of operation authorized by this permit, the permittee shall sample ground water in accordance with this permit and the approved ground water monitoring plan prepared under Rule 62-522.600, F.A.C.

2. The following monitoring wells shall be sampled for Well Group For: Discharge System G-001:

Monitoring Well ID	WAFR #	Permit Builder	Well Type	Depth (Feet)	Aquifer Monitored	New or Existing
MWC-1	3732	MWC-1	Compliance	40	Surficial	Existing
MWC-2	3731	MWC-2	Compliance	40	Surficial	Existing
MWI-3A	29519	MWI-3A	Intermediate	26	Surficial	Existing
MWB-4	3729	MWB-4	Background	40	Surficial	Existing
MWC-5	3728	MWC-5	Compliance	91	Floridian	Existing
MWC-6	3727	MWC-6	Compliance	83	Floridian	Existing
MWC-7	3726	MWC-7	Compliance	55	Surficial	Existing

3. The monitor wells specified in Condition III.B.2 shall be sampled for the parameters listed below:

Parameter Name	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
pH	4.0-8.5	SU	Grab	Quarterly
Specific Conductance	Report	UMHO/CM	Grab	Quarterly
Sodium, Total	160	MG/L	Grab	Quarterly

Parameter Name	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Sulfate, Total	250	MG/L	Grab	Quarterly
Solids, Total Dissolved (TDS)	500	MG/L	Grab	Quarterly
Turbidity, Lab Nephelometric	Report	NTU	Grab	Quarterly
Water Level Relative to NGVD	Report	FEET	In Situ	Quarterly

4. The permittee's discharge to ground water shall not cause a violation of water quality standards for ground waters at the boundary of the zone of discharge in accordance with Rules 62-520.400 and 62-520.420, F.A.C.

5. The permittee's discharge to ground water shall not cause a violation of the minimum criteria for ground water specified in Rule 62-520.400, F.A.C., within the zone of discharge.

6. If the concentration for any constituent listed in Permit Condition III.B.3 in the natural background quality of the ground water is greater than the stated maximum, or in the case of pH is also less than the minimum, the representative background quality shall be the prevailing standard.

7. Water levels shall be recorded prior to evacuating the well for sample collection. Elevation references shall include the top of the well casing and land surface at each well site (NGVD allowable) at a precision of plus or minus 0.1 feet.

8. Ground water monitoring wells shall be purged prior to sampling to obtain a representative sample.

9. Analyses shall be conducted on un-filtered samples, unless filtered samples have been approved by the Department as being more representative of ground water conditions.

10. If a monitoring well becomes damaged or cannot be sampled for some reason, the permittee shall notify the Department immediately and a written report shall follow within seven days detailing the circumstances and remedial measures taken or proposed. Repairs or replacement of monitoring wells shall be approved in advance by the Department.

11. All piezometers and monitoring wells not part of the approved ground water monitoring plan are to be plugged and abandoned in accordance with Rule 62-532.500(4), F.A.C., unless there is intent for their future use.

12. Ground water monitoring test results shall be submitted on Part D of DEP Form 62-620.910(10) (attached) and shall be submitted to the address specified in I.E.2. Results shall be submitted with the DMR for each month listed in the following schedule.

SAMPLE PERIOD	REPORT DUE DATE
January - March	April 28
April - June	July 28
July - September	October 28
October - December	January 28

IV. Other Land Application Requirements

1. This section is not applicable to this facility.

V. Operation and Maintenance Requirements

A. Treatment and Disposal Facilities

1. The permittee shall ensure that the operation of this facility is as described in the application and supporting documents.

2. The operation of the pollution control facilities described in this permit shall be under the supervision of a person who is qualified by formal training and/or practical experience in the field of water pollution control.

B. Record keeping Requirements:

1. The permittee shall maintain the following records on the site of the permitted facility and make them available for inspection:

   a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;

   b. Copies of all reports, other than those required in items a. and f. of this section, required by the permit for at least three years from the date the report was prepared, unless otherwise specified by Department rule;

   c. Records of all data, including reports and documents used to complete the application for the permit for at least three years from the date the application was filed, unless otherwise specified by Department rule;

   d. A copy of the current permit;

   e. A copy of any required record drawings;

   f. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date on the logs or schedule.

VI. Schedules

1. A Best Management Practices (BMP) Plan shall be prepared and implemented in accordance with Part VII of this permit and the following schedule:

	Action Item	Scheduled Completion Date
1	Continue Implementing Existing BMP Plan	Issuance Date of Permit
2	Update BMP as need to reflect any changes in permit	Issuance Date + 30 days

2. An operational level of compliance with the terms and conditions of this permit shall be attained within 14 days from the Issuance Date. Where construction is required and time for that construction is included the schedule contained herein, then the permittee is considered in compliance in the interim period with reference to the completion of construction. This applies to the period allowed for the development of the BMP.

3. No later than 14 calendar days following a date identified in the above schedule(s) of compliance, the permittee shall submit either a report of progress or, in the case of specific actions being required by an identified date, a written notice of compliance or noncompliance. In the latter case, the notice shall include the cause of noncompliance, any remedial actions taken, and the probability of meeting the next scheduled requirement.

VII. Other Specific Conditions

A. Specific Conditions Applicable to All Permits

1. Drawings, plans, documents or specifications submitted by the permittee, not attached hereto, but retained on file at the Central District Office, are made a part hereof.

2. Where required by Chapter 471 (P.E.) or Chapter 492 (P.G.) F.S., applicable portions of reports to be submitted under this permit, shall be signed and sealed by the professional(s) who prepared them.

3. This permit satisfies Industrial Wastewater program permitting requirements only and does not authorize operation of this facility prior to obtaining any other permits required by local, state or federal agencies.

4. The permittee shall provide verbal notice to the Department as soon as practical after discovery of a sinkhole within an area for the management or application of wastewater or sludge. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department in a written report within 7 days of the sinkhole discovery.

B. Specific Conditions Related to Construction

1. This section is not applicable to this facility.

C. Duty to Reapply

1 The permittee shall apply for renewal of this permit at least 180 days before the expiration date of the permit using the appropriate forms listed in Rule 62-620.910, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C. The existing permit shall not expire until the Department has taken final action on the application renewal in accordance with the provisions of 62-620.335(3) and (4), F.A.C.

D. Specific Conditions Related to Best Management Practices

1. **BMP Plan:**

   For purposes of this part, the terms "pollutant" or "pollutants" refer to any substance listed as toxic under Section 307(a)(1) of the Clean Water Act (the "Act"), oil, as defined in Section 311(a)(1) of the Act, and any substance listed as hazardous under Section 311 of the Act. The permittee shall develop and implement a Best Management Practices (BMP) plan which prevents, or minimizes, the potential for the release of pollutants from ancillary activities, including material storage areas; plant site runoff; in-plant transfer, process and material handling areas; loading and unloading operations; and sludge and waste disposal areas, to the waters of the State through plant site runoff; spillage or leaks; sludge or waste disposal; or drainage from raw material storage.

2. **Implementation:**

   The BMP plan shall be developed and implemented in accordance with the schedule contained in Part VI of this permit.

3. **General Requirements:**

   The BMP plan shall:

   a. Be documented in narrative form, and shall include any necessary plot plans, drawings or maps.

b. Establish specific objectives for the control of pollutants.

(1) Each facility component or system shall be examined for its potential for causing a release of significant amounts of pollutants to waters of the State due to equipment failure, improper operation, natural phenomena such as rain, etc.

(2) Where experience indicates a reasonable potential for equipment failure (e.g., a tank overflow or leakage), natural conditions (e.g., precipitation), or other circumstances to result in significant amounts of pollutants reaching surface waters, the plan should include a prediction of the direction, rate of flow, and total quantity of pollutants which could be discharged from the facility as a result of each condition or circumstance.

c. Establish specific best management practices to meet the objectives identified under paragraph b. of this subsection, addressing each component or system capable of causing a release of significant amounts of pollutants to the waters of the State, and identifying specific preventative or remedial measures to be implemented.

d. Be reviewed by plant engineering staff and plant manager.

4. **Documentation:**

The permittee shall maintain the BMP plan at the facility and shall make the plan available to the Department upon request.

5. **BMP Plan Modification:**

The permittee shall amend the BMP plan whenever there is a change in the facility or change in the operation of the facility which materially increases the potential for the ancillary activities to result in a discharge of significant amounts of pollutants.

6. **Modification for Ineffectiveness:**

If the BMP plan proves to be ineffective in achieving the general objective of preventing the release of significant amounts of pollutants to surface waters and the specific objectives and requirements under paragraphs b. and c. of item 3, the permit shall be subject to modification pursuant to rule 62-620.325, F.A.C., to incorporate revised BMP requirements.

E. Specific Conditions Related to Existing Manufacturing, Commercial, Mining, and Silviculture Wastewater Facilities or Activities

1. This section is not applicable to this facility.

F. Reopener Clause

1. The permit shall be revised, or alternatively, revoked and reissued in accordance with the provisions contained in Rules 62-620.325 and 62-620.345 F.A.C., if applicable.

a. Contains different conditions or is otherwise more stringent than any condition in the permit/or;

b. Controls any pollutant not addressed in the permit.

The permit as revised or reissued under this paragraph shall contain any other requirements then applicable.

2. The permit may be reopened to adjust effluent limitations or monitoring requirements should DEP approved changes in water quality standards, or other information show a need for a different limitation or monitoring requirement.

VIII. General Conditions

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, F.S. Any permit noncompliance constitutes a violation of Chapter 403, F.S., and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1), F.A.C.]*

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2), F.A.C.]*

3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringements of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3), F.A.C.]*

4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4), F.A.C.]*

5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5), F.A.C.]*

6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6), F.A.C.]*

7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7), F.A.C.]*

8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8), F.A.C.]*

9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending

upon the nature of the concern being investigated, to

a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
b. Have access to and copy any records that shall be kept under the conditions of this permit;
c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

[62-620.610(9), F.A.C.]

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, Florida Statutes, or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10), F.A.C.]*

11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11), F.A.C.]*

12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12), F.A.C.]*

13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13), F.A.C.]*

14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer. *[62-620.610(14), F.A.C.]*

15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15), F.A.C.]*

16. The permittee shall apply for a revision to the Department permit in accordance with Rule 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Wastewater Permitting at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16), F.A.C.]*

17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:

a. A description of the anticipated noncompliance;
b. The period of the anticipated noncompliance, including dates and times; and
c. Steps being taken to prevent future occurrence of the noncompliance.
[62-620.610(17), F.A.C.]

18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate.
    a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
    b. If the permittee monitors any contaminate more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
    c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
    d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
    e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
    f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220 and 62-160.330, F.A.C.
    [62-620.610(18), F.A.C.]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19), F.A.C.]*

20. The permittee shall report to the Department's Central District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
    a. The following shall be included as information which must be reported within 24 hours under this condition:
        (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
        (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
        (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
        (4) Any unauthorized discharge to surface or ground waters.
    b. Oral reports as required by this subsection shall be provided as follows:
        (1) For unauthorized releases or spills of untreated or treated wastewater reported pursuant to subparagraph a.(4) that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the Department by calling the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Warning Point:
            (a) Name, address, and telephone number of person reporting;

(b) Name, address, and telephone number of permittee or responsible person for the discharge;
(c) Date and time of the discharge and status of discharge (ongoing or ceased);
(d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
(e) Estimated amount of the discharge;
(f) Location or address of the discharge;
(g) Source and cause of the discharge;
(h) Whether the discharge was contained on-site, and cleanup actions taken to date;
(i) Description of area affected by the discharge, including name of water body affected, if any; and
(j) Other persons or agencies contacted.

(2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.(1) above, shall be provided to Department's Central District Office within 24 hours from the time the permittee becomes aware of the circumstances.

c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Central District Office shall waive the written report.

[62-620.610(20), F.A.C.]

21. The permittee shall report all instances of noncompliance not reported under Conditions VIII.17., 18. and 19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Condition VIII.20. of this permit. *[62-620.610(21), F.A.C.]*

22. Bypass Provisions.

a. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
(1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
(2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
(3) The permittee submitted notices as required under Condition VIII.22.b. of this permit.

b. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Condition VIII.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

c. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Condition VIII.22 a.(1) through (3) of this permit.

d. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of Condition VIII.22.a. through c. of this permit.

[62-620.610(22), F.A.C.]

23. Upset Provisions

a. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
(1) An upset occurred and that the permittee can identify the cause(s) of the upset;
(2) The permitted facility was at the time being properly operated;
(3) The permittee submitted notice of the upset as required in Condition VIII.20. of this permit; and

(4) The permittee complied with any remedial measures required under Condition VIII.5. of this permit.

b. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.

c. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review. *[62-620.610(23), F.A.C.]*

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Christianne C. Ferraro

Christianne C. Ferraro, P. E.
Program Administrator

DATE: September 18, 2007

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

WASTEWATER COMPLIANCE INSPECTION REPORT

FACILITY AND INSPECTION INFORMATION

@ = Optional

Name and Physical Location of Facility	WAFR ID:	County	Entry Date/Time
Lake County Resource Recovery	FLA010550	Lake	5/19/2011 10:54:00 AM
3830 Rogers Industrial Park Road		Phone	Exit Date/Time
Okahumpka, FL 34762			5/19/2011 11:47:00 AM

Name(s) of Field Representative(s)	Title	Email	Phone
Viet Ta	Environmental Engineer		

Name and Address of Permittee or Designated Representative	*Title*	*Phone*	*@ Operator Certification #*
Viet Ta	Environmental Engineer		
Covanta Lake II, Inc.			
3830 Rogers Industrial Park Road	*Email*		
Okahumpka, FL 34762			

Inspection Type	C	E	1		Samples Taken(Y/N): N	@ Sample ID#: N/A	Samples Split (Y/N): N

_ **Domestic** X **Industrial** Were Photos Taken(Y/N): N @ Log book Volume : EIP @ Page N/A

FACILITY COMPLIANCE AREAS EVALUATED

IC = In Compliance; NC = Out of Compliance; SC = Significant out of Compliance; NA = Not Applicable; NE = Not Evaluated
Significant Non-Compliance Criteria Should be Reviewed when Out of Compliance Ratings Are Given in Areas Marked by a "◆"

	PERMITS/ORDERS		SELF MONITORING PROGRAM		FACILITY OPERATIONS		EFFLUENT/DISPOSAL
IC	1. ◆Permit	NE	3. Laboratory	IC	6. Facility Site Review	IC	9. ◆Effluent Quality
NA	2. ◆Compliance Schedules	NE	4. Sampling	NE	7. Flow Measurement	IC	10. ◆Effluent Disposal
		IC	5. ◆Records & Reports	IC	8. ◆Operation & Maintenance	IC	11. Residuals/Sludge
						NC	12. Groundwater
NA	14. Other:					NE	13. ◆SSO Survey

Facility and/or Order Compliance Status:	_ In-Compliance	X Out-Of-Compliance	_ Significant-Out-Of-Compliance

Recommended Actions: Noncompliance Letter

Name(s) and Signature(s) of Inspector(s)	District Office/Phone Number	Date
Jenny Farrell Jenny E Farrell	CD/ (407)893-3313	06/06/2011
Signature of Reviewer	**District Office/Phone Number**	**Date**
David Smicherko David Smicherko	CD/ (407)893-3313	June 9, 2011

Single Event Violation Codes(s):

INSPECTION SUMMARY

Facility Name: Lake County Resource Recovery
Facility ID: FLA010550
Inspection Type: CEI
Date: 5/19/2011 11:47:00 AM

FACILITY BACKGROUND:

Address: 3830 Rogers Industrial Park Rd, Okahumpka, FL 34762 - 3205, Lake County
Permit Information: Wastewater Permit issued: 9/18/2007, and expires: 9/17/2012
Treatment Summary: Cooling Tower Blowdown From Solid Waste Incinerator;Settling And Perc Ponds
Permitted Capacity: 0.057

1. **Permit:** IN COMPLIANCE

   1.1 Observation: A copy of the permit was onsite and available to plant personnel.

2. **Compliance Schedules:** NOT APPLICABLE

3. **Laboratory:** NOT EVALUATED

4. **Sampling:** NOT EVALUATED

   4.1 Observation: Please see specific comment

   Additional Comments: Sampling only applies to groundwater wells for this review period, because there was no wastewater discharged to G001.

5. **Records and Reports:** IN COMPLIANCE

   5.1 Observation: *General* - A copy of the Best Management Practices (BMP) Plan was available at the time of inspection.

   Additional Comments: The BMP was last revised in March 2008 and is reviewed annually.

   5.2 Observation: *General* - A copy of the current laboratory certification was available at the time of the inspection (62-620.350(1) F.A.C.).

   5.3 Observation: *General* - Please see specific comment

   Additional Comments: The DMR paperwork review period was from January 2010 through November 2010; all were submitted in a timely manner.

   All laboratory data, groundwater reports, and monthly DMR's are kept onsite.

6. **Facility Site Review:** IN COMPLIANCE

   6.1 Observation: *General* - The facility grounds were secured properly.

   Additional Comments: The treatment system appeared clean and well maintained. The cold lime softening and reverse osmosis system was operating properly on the day of inspection. No leaks from this system were noted. The pH is continuously monitored.

7. **Flow Measurement:** NOT EVALUATED

8. **Operation and Maintenance:** IN COMPLIANCE

   8.1 Observation: *General* - Please see specific comment

   Additional Comments: The facility grounds were well maintained.

9. **Effluent Quality:** IN COMPLIANCE

   9.1 Observation: A review of the Discharge Monitoring Reports did not reveal any effluent exceedances.

   Additional Comments: The DMR review period was from January 2010 through November 2010.

10. **Effluent Disposal:** IN COMPLIANCE

    10.1 Observation: *General* - The percolation ponds appeared to be well maintained.

    10.2 Observation: *General* - Advisory signs were posted around the disposal site indicating the nature of the project area.

10.3 Observation: *General* - The fence surrounding the effluent disposal site provided adequate access control (62-610.518(10) F.A.C.)

10.4 Observation: *General* - Please see specific comment

Additional Comments: Cooling tower blow down water is treated and reused. The reclaimed effluent from the treatment system is reused in multiple plant processes.

There have been no wastewater discharges from this facility to G001 for the entire review period.

11. **Residuals/Sludge:** IN COMPLIANCE

12. **Groundwater Quality:** **OUT OF COMPLIANCE**

12.1 Observation: A review of the ground water files for this facility indicates the following deficiencies:

- **Sulfate concentrations were reported above the secondary standard of 250 milligrams per Liter (mg/L) in the ground water samples from compliance well MW-7 and are increasing at this location for the first quarter of 2009, and second and third quarters of 2010 and first quarter of 2011. Total dissolved solids (TDS) concentrations were reported above the secondary standard of 500 mg/L in the ground water samples from this well for the third and fourth quarters of 2010 and first quarter of 2011. These concentrations may indicate a leak. Is there any underground or above ground piping at this location that may have developed a leak?**

- **The lat response letter stated the sulfate and TDS concentrations were likely remnants from the past practice of discharging cooling tower blow down water to the on-site percolation ponds. The sulfuric acid used to control the pH in the cooling tower water breaks down into sulfate and TDS. However, the facility reported in a response letter dated November 29, 2007 that there has not been a discharge from the facility since 2003 when the treatment system was placed on line. Please explain.**

13. **SSO Survey:** NOT APPLICABLE

14. **Other:** NOT APPLICABLE

Florida Department of Environmental Protection
Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

January 31, 2012

ELECTRONIC MAIL
gmain@covantaenergy.com

Mr. Gary Main
Facility Manager
Lake County Resource Recovery
3830 Rogers Industrial Park Road
Okahumpka, Florida 34762

OCD-SW-12-029

Lake County – SW
Lake County Resource Recovery
FDEP WACS # 19849
Inspection Report Transmittal

Dear Mr. Main:

On January 19, 2012, a representative of the Florida Department of Environmental Protection conducted an inspection at the above referenced facility to determine the status of compliance with the Department's solid waste regulations. A copy of the inspection report is attached for your review.

Please contact me by telephone at (407) 897-4312 or by e-mail at Gloria.Depradine@dep.state.fl.us, or contact Carolin Heaviside at (407) 897-4327 or by e-mail at Carolin.Heaviside@dep.state.fl.us if you have any questions or need additional information.

Sincerely,

Gloria-Jean DePradine
Compliance & Enforcement Supervisor
Solid Waste

GDP/ch

Attachment: Inspection Report

Florida Department of
Environmental Protection
Inspection Checklist

FACILITY INFORMATION:

Facility Name: LAKE COUNTY RESOURCE RECOVERY (COVANTA INC.)

On-Site Inspection Start Date: 01/19/2012

On-Site Inspection End Date: 01/19/2012

WACS No.: 19849

Facility Street Address: 3830 ROGERS INDUSTRIAL PARK ROAD

City: OKAHUMPKA

County Name: LAKE

Zip:

INSPECTION PARTICIPANTS:

(Include ALL Landfill and Department Personnel with Corresponding Titles)

Principal Inspector: Carolin Heaviside, Inspector

Other Participants: Gloria De Pradine, Inspector; Tommy Robertson, Chief Engineer

INSPECTION TYPE:

Routine Operation Inspection for Other Facilities - Waste To Energy Facility

ATTACHMENTS TO THE INSPECTION CHECK LIST:

This Cover Page to the Inspection Checklist may include any or all of the following attachments as appropriate.

SECTION 12.0 - WTE FACILITIES

SECTION 12.0 - WTE FACILITIES

Requirements:

The requirements listed in this section provide an opportunity for the Department's inspector to indicate the conditions found at the time of the inspection. A "Not Ok" response to a requirement indicates either a potential violation of the corresponding rule or an area of concern that requires more attention. Both potential violations and areas of concern are discussed further at the end of this inspection report.

Item No.	SOLID WASTE PROHIBITIONS (unless "grandfathered" in, see 62-701.300(18)) Completed	Ok	Not Ok	Unk	N/A
12.1.1	Unauthorized storage, processing, or disposal of solid waste except as authorized at a permitted solid waste management facility or other exempt facility? 62-701.300(1)(a)	✓			
12.1.2	Unauthorized disposal or storage prohibited, except yard trash, within 500 feet of a potable water well? 62-701.300(2)(b)	✓			
12.2	Unauthorized storage or disposal of yard trash prohibited within the minimum setbacks of (Check any that are Not OK) 62-701.300(12) ☐ 100 feet from potable water wells (except on-site)? ☐ 50 feet from water bodies?	✓			
12.3	Unauthorized disposal or storage prohibited in any natural or artificial body of water including ground water and wetlands? (Does not apply to standing water after a storm event.) 62-701.300(2)(d)	✓			
12.4	Unauthorized disposal or storage prohibited, except yard trash, within 200 feet of any natural or artificial body of water, including wetlands without permanent leachate controls, except impoundments or conveyances which are part of an on-site, permitted stormwater management system or on-site water bodies with no off-site discharge? 62-701.300(2)(e)	✓			
12.5	Unauthorized open burning of solid waste prohibited except in accordance with Department requirements? 62-701.300(3)	✓			
12.6	Are the following unauthorized wastes or special wastes properly managed? (Check any that are Not OK) ☐ Lead-acid batteries, mercury-containing switches and lamps in WTEs 62-701.300(9) ☐ CCA treated wood 62-701.300(14)	✓			

Item No.	WTE FACILITY OPERATION AND MAINTENANCE Completed	Ok	Not Ok	Unk	N/A
12.7	WTE facility in compliance with all permit conditions, site certification conditions, Department order, or certification, if any, and applicable requirements? 62-701.320(1), 403.161, F.S.	✓			

COMMENTS:

01/19/2012

Permit issued: 9/19/2011
Permit # SO35-0022982005

At the time of the inspection the loading area had waste piled up where it almost reached the furnace. The waste was being piled up and sorted with a mechanical claw operated by Lee Emory. In addition, there were at least 6 more trucks lined up at the entrance of this area with more waste to be off loaded.

The inspectors observed a temporary leachate tank on site. The leachate stored in this tank will be used during the leachate injection project limited study. If the study is successful then the leachate will replace the Reverse Osmosis reject water that is injected into the scrubbers.

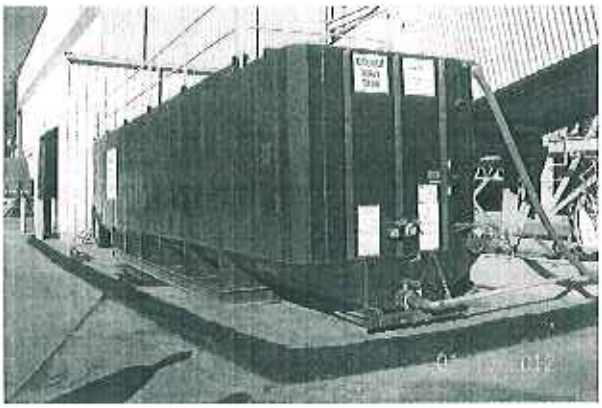
The facility was in good order at the time of the inspection.

ATTACHMENTS:

Entrance Sign

Entrance to Disposal Area

Temporary Leachate Tank



Ash Storage Area

Inspection Date: 01/19/2012

Signed:

Carolin Heaviside	Inspector	
PRINCIPAL INSPECTOR NAME	**PRINCIPAL INSPECTOR TITLE**	
Carolin Heaviside		
	FDEP	1/30/2012
PRINCIPAL INSPECTOR SIGNATURE	**ORGANIZATION**	**DATE**

Gloria De Pradine	Inspector
INSPECTOR NAME	**INSPECTOR TITLE**
NO SIGNATURE	FDEP
INSPECTOR SIGNATURE	**ORGANIZATION**

Tommy Robertson	Chief Engineer
REPRESENTATIVE NAME	**REPRESENTATIVE TITLE**
NO SIGNATURE	Covanta
REPRESENTATIVE SIGNATURE	**ORGANIZATION**

NOTE: By signing this document, the Site Representative only acknowledges receipt of this Inspection Report and is not admitting to the accuracy of any of the items identified by the Department as "Not Ok" or areas of concern.

BOB McKEE
LAKE COUNTY TAX COLLECTOR

2011 / 2012
LAKE COUNTY BUSINESS TAX RECEIPT
STATE OF FLORIDA

ACCT NO. 1438
RECEIPT NO. 4260000001

EXPIRES SEPTEMBER 30, 2012

FACILITIES/ MACHINES	ROOMS	SEATS	EMPLOYEES
			40

TYPE OF BUSINESS: MISCELLANEOUS BUSINESS NOT OTHERWISE PROVIDED

BUSINESS: COVANTA LAKE INC
3830 ROGERS INDSTRL PK
OKAHUMPKA, FL 34762

NRG/RECOVERY GROUP INC
3830 ROGERS IND'L PARK RD
OKAHUMPKA, FL 34762

ORIGINAL TAX	345.00
PENALTY	0.00
TRANSFER FEE	0.00
AMOUNT PAID	345.00
TOTAL DUE	$0.00

NONEXEMPT

Receipt #2011-2500448
Paid 08/01/2011 345.00

State of Florida

Department of State

I certify from the records of this office that COVANTA LAKE II, INC. is a corporation organized under the laws of the State of Florida, filed on February 11, 2004.

The document number of this corporation is P04000028902.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on April 15, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Fourteenth day of March, 2012

Ken Detzner

Secretary of State

Authentication ID: **500224792375-031412-P04000028902**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

COPY

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Covanta Lake II, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
3830 Rogers Indusrial Park Rd

Requester's name and address (optional)

City, state, and ZIP code
Okahumpka, FL 34762

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
73 : 1695440

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/21/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

State of Florida

Board of Professional Engineers

Covanta Lake II, Inc.

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Certificate of Authorization

EXPIRATION: 2/28/2013

AUDIT NO: 228201300929

CA. LIC. NO: 27395

BEST MANAGEMENT PRACTICE PLAN

FOR

Lake County Resource Recovery Facility
3830 Rogers Industrial Park Road
Okahumpka, FL 34762

DATE OF PLAN: 5/2003
DATE OF PLAN REVISION: 3/2008

DESIGNATED PERSON ACCOUNTABLE FOR IMPLEMENTATION:

Gary Main, Facility Manager

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INTRODUCTION

The facility, which began operation in March of 1991, is comprised of two municipal solid waste combustors, a turbine generator and ancillary equipment. The steam produced is used to generate electricity. The facility uses diesel fuel to operate a diesel engine driven pump and onsite mobile equipment; hydraulic oil to operate hydraulic-driven equipment; lube oil for the turbine generator; aqueous ammonia to control air pollutants, chemicals to treat waters, and chemicals to maintain equipments. The facility receives diesel fuel, oils and chemicals by common carrier. Products are stored in aboveground storage tanks, totes, drums, and equipment reservoirs. The facility generates wastewaters, ash residue, used oil, filters, and universal wastes. The facility is designed such that all stormwater runoff is directed to onsite stormwater retention ponds. The facility discharges cooling tower blowdown to onsite percolation ponds. The operation of the percolation ponds is regulated by Florida Department of Environmental Protection. The facility wastewater permit prohibits discharge of any liquid, including stormwater, to the navigable water of the states.

On November 4, 2002, DEP issued Covanta Lake an Industrial Wastewater Facility Permit No. 35-FLA010550. Conditions VI.A and VII.D require development and implementation of this BMP plan by June 30, 2003.

On January 17, 2003, DEP issued Covanta Lake a revised Industrial Wastewater Facility Permit No. 35-FLA010550. The revised permit authorizes the installation of a treatment system to treat and reuse wastewater that had previously been discharged to the percolation ponds.

1.0 GENERAL REQUIREMENTS

1.1 NAME AND LOCATION

Facility Name:	Lake County Resource Recovery Facility
Address and Phone Number	3830 Rogers Industrial Park Road Okahumpka, FL 34762 (352) 365-1611

Facility Operator:	Covanta Lake, Inc

	Name	Title	Phone Number
Facility Contacts:	Gary Main	Facility Manager	(352) 365-1611
	Tommy Robertson	Chief Engineer	(352) 365-1611
	Richard Moyer	Maintenance Supervisor	(352) 365-1611
	Viet Ta	Environmental Specialist	(727) 919-7671

Table 1

FAVILITY MANAGER ANNUAL REVIEW PAGE

	Review Date	Reviewer (Print Name)	Reviewer's Signature	Comments (Provide description of changes/revisions)
1.	11/5/03	Gary Main	Gary Main	The facility completes the installation of a treatment system to treat and reuse wastewater that had previously been discharged to the percolation ponds. Discharge is limited to twice a year for no more than 30 days for purposes of repairs and maintenence.
2.	11/04	GARY MAIN	Gary Main	
3.	12/05	GARY MAIN	Gary Main	
4.	12/06	GARY MAIN	Gary Main	

Table 1

FAVILITY MANAGER ANNUAL REVIEW PAGE

	Review Date	Reviewer (Print Name)	Reviewer's Signature	Comments (Provide description of changes/revisions)
5	12/07	Gary Main	Gary Main	plan to be revised when maintenance supervisor position is filled
6	12/08	Gary Main	Gary Main	
7	11/09	Gary Main	Gary Main	
8	12/10	Gary Main	Gary Main	

Table 1

FACILITY MANAGER ANNUAL REVIEW PAGE

	Review Date	Reviewer (Print Name)	Reviewer's Signature	Comments (Provide description of changes/revisions)
9	12/11	Gary Main	Gary Main	
10				
11				
12				

1.2 STATEMENT OF BMP POLICY AND OBJECTIVE

Covanta Lake is committed to operating the facility in a manner that prevents, or minimizes, the potential for the release of pollutants from ancillary activities, including material storage areas, plant site runoff, in-plant transfer, process and material handling areas, loading and unloading operations and waste disposal areas, to the groundwater through plant site runoff, spillage or leaks, waste disposal or drainage from raw material storage.

The objective of this Policy is to reduce pollutants from reaching the stormwater retention ponds and the percolation ponds. Employees are encouraged to provide suggestions that will reduce pollutants that may reach the ponds. Questions on this policy may be brought to facility management for resolutions.

This policy statement will be posted on all Covanta Lake bulletin boards until otherwise instructed.

MANAGEMENT APPROVAL: This BMP Plan will be implemented as herein described. I have personally examined and am familiar with the information contained in the Plan and all attachments, and, I believe that the information is true, accurate, and complete.

Name	Date	Signature
Gary Main, Facility Manager	5/28/03	Gary Main

1.3 REVIEW BY FACILITY MANAGER

A review and evaluation of this BMP Plan is conducted at least once a year. As a result of this evaluation, if necessary, the BMP Plan will be amended within six months of the review to include more effective prevention and control measures to reduce the discharge of pollutants to the groundwater. The BMP Plan will be amended whenever there is a significant change in facility design, construction, operation, or maintenance, which affects the facility's potential to discharge oil and chemicals to groundwater. Specific changes that require a BMP Plan amendment include:

- Commission or decommission of containers;
- Replacement, reconstruction, or movement of containers;
- Reconstruction, replacement, or installation of piping systems;
- Construction or demolition that may alter secondary containment structures;
- Changes in products or services; and,
- Revision of standard operation or maintenance procedures at the facility.

The following page provides documentation of the annual review or evaluation of the BMP plan by the Facility Manager. A statement as to whether an amendment to the Plan is required is also included on the review page.

2.0 SPECIFIC REQUIREMENTS

2.1 BMP COMMITTEE

The committee members and responsibilities are:

Name	Responsibility
Tommy Robertson Chief Engineer	**Conduct periodic BMP plan review. Make recommendations to Facility Manager. Identify areas with potential release to groundwater. Determine and select appropriate BMPs. Oversee implementation of BMPs. Establish BMP training for plant and contractor personnel.**
Richard Moyer Maintenance Manager	**Set forth SOPs for implementation of BMPs. Coordinate release response and cleanup.**
Viet Ta Environmental Specialist	**Develop the scope of the BMP plan. Review SPCC plan to evaluate existing BMPs. Identify toxic and hazardous substances. Conduct assessments to prioritize substances and areas of concerns. Establish procedures for recordkeeping and reporting. Coordinate regulatory agency notification. Evaluate the effectiveness of the BMP plan.**

2.2 RISK IDENTIFICATION AND ASSESSMENT

Except the administrative area, all areas of the plant are subject to BMP requirements. All storage containers are designed with either containment dike or diversion ditches to prevent releases to the ground. The plant has been designed such that all accidental spills outside the dike and ditches are contained within the facility boundary. All storage areas are diked or flow to catchment basins. However, in the event of an unanticipated release that escapes containment, the ditch leading to the percolation or stormwater ponds will be dammed using the facility front-end loader and sand stored on-site to prevent oil from spreading and to facilitate cleanup

Table 2
MATERIAL STORAGE AND CONTAINMENT

MATERIAL STORED	TYPE OF STORAGE CONTAINER	STORAGE CAPACITY (gallons)	CONTAINMENT
Fuel Oil	Aboveground Storage Tank	530	Dike
Lubricating Oil	55 gal. Drums and 60 gal. totes	1050	Diversion ditches

Fuel Oil	Aboveground Storage Tank	288	Dike
Turbine Generator	Equipment storage	1000	Dike
Stoker Hydraulics	Equipment storage (2 @ 180 each)	360	Dike
Used Oil	Double-walled tank	300	Containment
Used filters	55 gal. Drums	55	Dike
Part washer	Equipment storage	20	Diversion ditches
Transformer	Equipment storage	2300	Underground tank
Sulfuric acid	Aboveground Storage Tank	4000	Dike
Aqueous ammonia	Aboveground Storage Tank	10000	Dike
Sodium hydroxide	Aboveground Storage Tank	4000	Dike
Phosphoric acid	Aboveground Storage Tank	200	Diversion ditches
Acetic acid	55 gal. Drums	250	Diversion ditches
Sodium hypochlorite	55 gal. Drums	250	Diversion ditches
Oxygen Scavenger BL-1283	55 gal. Drums	55	Diversion ditches
Condenser cleaner BL-1283	55 gal. Drums	55	Diversion ditches
Microbicide CL-2150	55 gal. Drums	55	Diversion ditches
Mineral spirit	55 gal. Drums	55	Diversion ditches
Corrosion inhibitor CL-1484	Aboveground Storage Tank	1000	Diversion ditches
Balanced Polymer BL-1765	Aboveground Storage Tank	400	Diversion ditches
Hydrochloric acid	Aboveground Storage Tank	275	Diversion ditches
Demineralizer wastewater	Aboveground Storage Tank	6000	Dike
Leachate wastewater	Aboveground Storage Tank	22000	Dike, collection sump/pump
Ash residue	Storage Building	NA	Enclosed

Table 3
Release identification and BMPs

Source	BMPs
Release inside containment dike	Remove spills, clean containment, contact Environmental Specialist for proper disposal methods.
Release inside diversion ditches	Block ditches to prevent spreading, Remove spills, clean ditches, contact Environmental Specialist for proper disposal methods.
Release outside containment dike and ditches	Stop the release. Remove spills, clean contaminated area, contact Environmental Specialist for proper disposal methods.
Part washer wastewater	Transfer to ash quench sump.
Demineralizer wastewater	Transfer to ash quench sump.
Leachate wastewater	Stop the release. Transfer to ash quench sump.
Ash residue	Transfer to ash building.
Equipment maintenance wastewaters	Transfer to ash quench sump.

2.3 REPORTING OF BMP INCIDENTS

A BMP incident reporting system is used to keep records of incidents for the purpose of minimizing recurrence, expediting cleanup activities, and complying with legal requirements.

Table 4
Discharge Response Coordinator Listing

	POSITION	NAME	TELEPHONE
Primary Coordinator	Facility Manager	Gary Main	(352) 365-1611
1st Alternate Coordinator	Chief Engineer	Tommy Robertson	(352) 365-1611
2nd Alternate Coordinator	Maintenance Supervisor	Richard Moyer	(352) 365-1611

Table 5
Reportable Quantity Notification Requirements

Material	Reportable quantity in lbs. or gallons
Oils	25 gallons on pervious surface. 100 gallons outside containment area. 500 gallons inside containment area.
Sulfuric acid	1000 lbs. outside containment area.
Phosphoric acid	5000 lbs. outside containment area.
Acetic acid	5000 lbs. outside containment area.
Aqueous ammonia	1000 lbs. outside containment area.
Sodium hydroxide	1000 lbs. outside containment area.
Sodium hypochlorite	100 lbs. outside containment area.
Hydrochloric acid	5000 lbs. outside containment area.

Lake Emergency Hotline	911
U.S. EPA National Response Center	(800) 424-8802
Florida Department of Environmental Protection	(904) 413-9911
State Warning Point (24-hours)	(800) 320-0519
or Florida Marine Patrol	(800) 342-5367
Local Emergency Planning	(407)623-1075, ext. 335

Covanta Personnel:

Viet Ta	(727) 919-7671	cell
George Ball-Hovera	(239) 337 – 2200	

Contact the above corporate personnel in the order listed above until at least one person is contacted.

- If necessary, the Discharge Response Coordinator will notify the cleanup contractor: Howco Environmental Services at 1-800-435-8467.

- The State Warning Point must be notified if any discharged oil reaches the sanitary sewer or stormwater system.

- The National Response Center must be notified if a harmful quantity of oil reaches the sanitary sewer or stormwater system. A harmful quantity is defined by the Environmental Protection Agency (EPA) in 40 CFR 110 and 112, as a discharge which violates applicable water quality standards and/or one which causes a sheen, film, or discoloration of the water surface or adjoining shorelines. It also includes a discharge that may cause a sludge or emulsion to be deposited beneath the water surface or upon adjoining shorelines.

The Discharge Response Coordinator will be prepared to provide the following information:

- Exact facility address and phone number of the facility;
- Date and time of the discharge;
- Type of material discharged;
- An estimate of the quantity of material discharged;
- The source of the discharge;
- A description of the affected media;
- The cause of the discharge;
- Any damages or injuries caused by the discharge;
- Any actions being taken to stop, remove and mitigate the effects of the discharge;
- Whether evacuation is necessary
- Names of individuals/organizations who have also been contacted.

Reports

A follow-up written report will be submitted to the USEPA and FDEP, within 60 days if a single discharge exceeds 1,000 gallons or the facility discharges oil in quantities above 42 gallons in each of two spill events within a 12-month period. The written report will contain, at a minimum, the following information:

1) Facility Name;
2) Owner/Operator's Name;
3) Facility Location;
4) Name and address of registered agent of the owner, if any;
5) Maximum facility storage or handling capacity and normal daily throughput;
6) Corrective actions and countermeasures taken, including repairs or replacements;
7) Facility description, including maps, flow diagrams and topographical maps;
8) Cause(s) of such discharge(s), including a failure analysis of the system or subsystem in which failure occurred;
9) Additional preventive measures taken to minimize the possibility of

reoccurrence;

10) Any other information required by the Regional Administrator.

Records

The Discharge Response Coordinator will keep a log of activities during the discharge event including the quantity of material discharged, recovered, and disposed, itemized expenditures, general assessment of environmental damage, and any other notable events which may occur during the discharge and subsequent response activities. Upon completion of all activities the Discharge Response Coordinator will complete an Incident Report Form (Appendix 1) and prepare a summary of the incident for entry into the BMP. Copies of the completed Incident Report Form will be submitted to the Environmental Engineer within 24 hours of the incident and maintained in facility central files.

The Discharge Response Coordinator is in charge of all discharge response activities and has the authority and training to mobilize the appropriate personnel and equipment in the event of a discharge. Upon discovery of a discharge, the plant employee(s) will immediately notify the Shift Supervisor. The Shift Supervisor will then call the Discharge Response Coordinator. If the Discharge Response Coordinator is not available, an alternate will be contacted (in the order listed on Table 4).

If necessary, the Discharge Response Coordinator (or alternate) will provide immediate notification and follow-up written reports to the appropriate federal, state, and local agencies. Immediate notification is defined as follows: as soon as a person is available to call without further endangering human life or the environment but in no event, longer than twenty-four (24) hours after the release. Table 4 lists the current key personnel in the discharge response organization. The Discharge Response Coordinator will complete a Notification Form (Appendix 2). Copies of the completed Notification Form will be submitted to the Environmental Engineer within 24 hours of the incident and maintained in facility central files.

Public Law 96-510 and Public Law 92-500 require immediate notification of the appropriate agency of the United States Government of a discharge of oil or hazardous substances "Any such person who fails to notify immediately such agency of such discharge shall, upon conviction, be fined not more than $10,000 or imprisoned for not more than one year, or both." "Immediate" means as soon as possible but no later than 24 hours after occurrence.

Chapters 376 or 403, Florida Statutes – the owner or operator having a discharge of petroleum products exceeding 25 gallons on a pervious surface must verbally report such discharge to the Department of Environmental Protection or the State Warning Point.

If there is an immediate or actual emergency, the Discharge Response Coordinator has the full authority needed to complete the activities listed in this Plan.

The personnel at the Covanta Lake, Inc facility will implement the BMP Plan. Contractors and delivery staff can have a significant impact on the prevention of discharges. The facility will take reasonable measures to direct contractors and delivery staff to operate in a manner consistent with this Plan.

2.4 MATERIALS COMPATIBILITY

Incompatible materials can cause equipment failure resulting from corrosion, fire or explosion. Equipment failure can be prevented by ensuring that the substances are compatible with the container contents and the surrounding environment. The facility design considered compatibility of the chemicals being stored with the container materials; compatibility of different chemicals upon mixing in a container; and compatibility of the container with its environment. Prior to making any change in the chemical, container, or environment, management must be informed so that compatibility evaluation can be made.

2.5 GOOD HOUSEKEEPING

Good housekeeping is the maintenance of a clean, orderly work environment and contributes to the overall facility pollution control effort. Chemical containers should be stored neatly and orderly. Spills should be cleanup promptly to prevent significant runoff.

2.6 PREVENTIVE MAINTENANCE

A preventive maintenance program involves inspection and testing of plant equipment and systems to uncover conditions which could cause breakdowns or failures. Planned outage of the facility is scheduled twice annually. Equipment that needs to be tested, repaired, replaced, or adjusted is normally made during these times.

2.6 INSPECTIONS AND RECORDS

Plant equipment, containers and storage areas are visually observed by operations personnel on a daily basis for signs of leaks or discharges, damage, or improper operation. The entire facility is formally inspected on a weekly basis to observe and record condition of equipment and systems. In addition, the oil storage tanks are formally inspected monthly. Findings are documented for corrective actions. Records are maintained in the Administrative area.

2.6 SECURITY

The facility is totally enclosed with fencing and all entrances to the plant have gates, which are kept closed during non-delivery hours. The main entrance to the facility is equipped with a telephone to ensure identification of all after-hours visitors. All visitors must sign in at the administrative area. The facility is normally in operation and staffed

seven days per week twenty-four hours a day. Access to the public is restricted to the hours of 05:30 until 19:00 Monday through Saturday and closed on Sunday.

2.7 EMPLOYEE TRAINING

Personnel are instructed in the operation and maintenance of equipment to minimize the discharge of oils and chemicals. Personnel are also trained on proper procedures for containment and clean up of small discharges and leaks, as well as discharge response procedures.

Annually as part of a regularly scheduled safety meeting or on-shift training, all Covanta Lake, Inc. operation personnel are instructed in spill prevention and spill management. This training is documented as part of the meeting attendance and includes discussions of all potential spills and appropriate responses should a spill occur.

Any unusual activity that might increase the likelihood of a spill is preceded by a spill briefing to ensure that all personnel are aware of any potential spills.

APPENDIX 1

ENVIRONMENTAL INCIDENT REPORT FORM

Covanta Lake, Inc.
3830 Rogers Industrial Park Road
Okahumpka, FL

Date/Time of Incident: _____

Type of Material Discharged: Fuel Oil, Lubricating Oil, Used Oil, Other _____

Estimated Quantity Discharged: _____

Source of Discharge: _____

Cause of Discharge: _____

_____

_____

Actions Taken to Stop/Control Discharge: (attach additional pages as necessary) _____

_____

_____

Was Discharge Contained Completely On-Site? If No, explain. _____

_____

Names of Personnel Contacted: _____

_____

Name: _____ Signature: _____

NOTE: Hand deliver or FAX a copy to Environmental Engineer ASAP.

APPENDIX 2

NOTIFICATION FORM FOR REPORTABLE SPILL EVENTS

The Discharge Response Coordinator will complete the following form to be prepared to provide the following information to appropriate agencies when reporting a discharge.

Facility Name: Covanta Lake, Inc.
Facility Address: 3830 Rogers Industrial Park Road Okahumpka, FL 34762
Facility Phone Number: (352) 365-1611
Person Reporting Discharge
Date and time of the discharge
Type of material discharged
Estimate of the quantity of material discharged
Source of the discharge
Description of all affected media
Cause of the discharge
Any damages or injuries caused by the discharge
Any actions being taken to stop, remove and mitigate the effects of the discharge
Whether evacuation is necessary
Names of individuals/organizations who have also been contacted

NOTE: Hand deliver or FAX a copy to Environmental Engineer ASAP.

LAKE COUNTY RESOURCE RECOVERY FACILITY

3830 ROGERS INDUSTRIAL PARK ROAD

OKAHUMPKA, FL 34762

SOLID WASTE OPERATION PLAN

Jason M. Gorrie, P.E., BCEE
License No. 55341
Covanta Energy Corporation
350 N. Falkenburg Road
Tampa, FL 33619
Tel: (813) 684-5688 ext. 3015

The seal certifies the engineering information included herein provides reasonable assurance of meeting the requirements of Chapters 62-701 of the Florida Administrative Code.

I. DESCRIPTION OF FACILITY OPERATIONS

The Lake County Resource Recovery Facility (The Facility) is located in Okahumpa, Florida. The facility consists of two identical municipal solid waste-fired boilers of Martin GmbH Stoker Combustion System design. The Facility is permitted to process 576 tons per day of municipal solid waste (MSW) as an annual average and processes approximately 163,000 tons per year of MSW.

II. EMERGENCY TELEPHONE NUMBERS INCLUDING THE TELEPHONE NUMBER OF THE LOCAL DEP OFFICE, EMERGENCY RESPONSE, POLICE DEPARTMENT AND FIRE DEPARTMENT

EMERGENCY CONTACTS		TELEPHONE
1. Covanta Management		
A.	Covanta, Lake Plant Manager Gary Main	Work - (352) 365-1611 Cell - (352) 267-9499
B.	Covanta, Lake Chief Engineer Tommy Robertson	Work - (352) 365-1611 Cell - (352) 266-1813
C.	Covanta, Lake Maintenance Supervisor Richard Moyer	Work - (352) 365-1611 Cell -(352) 205-9695
2. Fire and Rescue Department (Emergency) Fire Department (Non-Emergency)		"911" (352) 343-9458
3. Police Department (Emergency) Non-emergency		"911" (352) 343-2101
4. Lake County Hospital		(352) 365-4545
5. Florida Dept. of Environmental Protection (switchboard)		(407) 897-4100
6. Florida Dept. of Environmental Protection (Solid Waste)		(407) 897-4304
6. Lake County Environmental Health		(352) 343-7600

III. A DETAILED DESCRIPTION OF EMERGENCY AND CONTINGENCY PLANS FOR FIRES, NATURAL DISASTERS, SEVERE WEATHER, AND SIMILAR INCIDENTS

This general operation outlines the procedures to be followed by Covanta Lake personnel in the case of fire and general emergencies. During any such emergency, personnel must react quickly and decisively to the situation, while remaining calm, thus minimizing potential damage and/or injury and enabling the resumption of normal plant operations.

NOTE: Each operations shift is to assign one (1) member of the crew to function as the fire pump operator and one (1) member to function as the sprinkler valve operator.

1.0 General Emergency Procedures

1.1 All Plant Personnel

IMMEDIATELY report all emergencies to the control room. If the emergency is a fire, the first action is to pull the nearest fire alarm station, and then call the control room. Remain calm and report as follows:

NOTE: IN THE EVENT OF A FIRE, DO NOT USE THE ELEVATOR.

- Give your name and location.
- State the type of emergency (chemical spill, oil spill, heart attack, solid waste pit fire, electrical fire, etc.).
- State the magnitude of the fire or seriousness of the emergency.
- Verify that the shift engineer has copied and understood your communication.

1.2 Shift Engineer Actions

- Sound the fire alarm (if fire emergency and the alarm has not already been sounded). Leave the alarm in operation until directed to secure it.
- Announce the emergency over the PA. Make three (3) announcements, approximately twenty (20) seconds apart.
- Call the Fire Department.

- When the emergency is a fire in the solid waste area, immediately stop all trucks from entering the tipping floor.

- Notify the Chief Engineer/Facility Manager. Corporate notification will be made at the discretion of the Regional Manager.

- Remain in the control room to coordinate emergency actions and operate the units.

1.3 Shift Supervisor, Assistant Shift Engineer, and Auxiliary Operator Actions

- Immediately proceed to the location of the emergency.

- Render assistance as required. If the emergency is a fire, the Assistant Shift Engineer and Auxiliary Operator will be directed to assume the duties of the fire pump operator or sprinkler valve operator as necessary. During normal operating hours, maintenance department personnel will assume these duties.

- Keep the Shift Engineer informed as to the condition and additional assistance required.

1.4 Crane Operator Actions

- Remain at duty station.

- Carry out emergency instructions as directed.

1.5 Maintenance and Administrative Personnel Actions

- Should the emergency be a fire, evacuate the building and report to the parking lot west of the administration building.

- Remain in the parking lot. Do not re-enter the building unless directed.

1.6 Maintenance Supervisor Actions

- Report to the parking lot with a radio and stand by for instructions.

- Conduct a head count of all personnel, and report personnel accounted for or missing to the shift engineer.

- Carry out emergency instructions as directed by the Shift Supervisor or Shift Engineer.

1.7 Fire Pump Operator Actions

- Immediately proceed to the location of the emergency.
- Render assistance as required.
- Should the emergency be a fire, report to the fire pump house.
- Verify that the diesel fire pump is running.
- Report the fire pump running and the fire system pressure to the Shift Engineer.
- Remain at the fire pump house monitoring fire pump operation until the fire is out, and the Shift Engineer directs the pump shutdown.

1.8 Sprinkler Control Valve Operator Actions

- Immediately proceed to the location of the emergency.
- Render assistance as required.
- Should the emergency be a fire, report to the location of the sprinkler control valve for the sprinkler system which serves the area in which the fire is located.
- Ensure that sprinkler system valve alignment is correct and report the status to the Shift Engineer.
- Remain at this location, monitoring system pressure, and operate sprinkler control valves as directed by the Shift Engineer.

NOTE: The Fire Department is to be notified for ALL reported fires. If we are successful in extinguishing the fire before the Fire Department arrives, call and cancel the original alarm. In any case, one (1) truck will arrive.

2.0 Pit Fires

2.1 Crane Operator Actions

- Notify the Shift Engineer of the situation.
- Move the cranes to the end maintenance bays, or clear of the fire hazard, and park them.

- Do not move or disturb solid waste in the vicinity of the fire until directed to do so.

- A smoldering fire is not to be disturbed unless the water cannons are manned.

2.2 Shift Engineer Actions

- Sound the alarm over the PA system.
- Call the Fire Department when any fire is reported.

- Instruct the Scale house Operator to close the scales and to assist with clearing trucks from the tipping floor. Have the tipping floor doors closed, but have a person standing by to open the west tipping floor door for the fire trucks, if necessary. Send a person to the tipping floor entrance drive to direct fire equipment to the location of the fire.

- If after regular hours, the Shift Engineer is to immediately open the plant entrance/exit gate. Send a person to the gate area to direct fire equipment.

- Reduce boiler loads to a minimum, then close the feedchute dampers when the feed chute low level alarm activates.

- Notify the Chief Engineer and Facility Manager. Corporate notification will be made at the discretion of the Regional Manager.

2.3 Shift Supervisor, Assistant Shift Engineer, and Auxiliary Operator Actions

- Don self contained breathing apparatus and proceed to man the water cannons.

- Keep the Shift Engineer informed as to conditions, and additional assistance required.

- Follow all instructions of the Fire Department relative to fighting the fire.

- The Fire Department Commander is in charge of fire fighting. The Shift Supervisor will remain in charge of operation of the plant, but will cooperate with the Fire Department Commander in fighting the fire.

2.4 Fire Pump Operator Actions

- Report to the fire pump house.

- Verify that the diesel fire pump is running.
- Report the fire pump running and the fire system pressure to the Shift Engineer.
- Remain at the fire pump house monitoring fire pump operation until the fire is out, and the Shift Engineer directs the pump shutdown.

2.5 Sprinkler Control Valve Operator Actions

- Report to the location of the solid waste pit sprinkler control valve.
- Ensure that sprinkler system valve alignment is correct and report the status to the Shift Engineer.
- Remain at this location, monitoring system pressure, and operate sprinkler control valves as directed by the Shift Engineer.

3.0 Returning the Plant to Normal

Shift Supervisor Actions

- The burn area is to be picked first. Instruct the crane operator to resume feeding solid waste to the stokers.
- Man a water cannon as necessary to prevent the fire from reflashing.
- When the feed chute level is sufficient to seal the boiler, instruct the Shift Engineer to begin restoring the boiler loads to normal.
- When all traces of burned material have been fed to the units, direct the scales to be reopened.
- Order the fire pump shutdown and the jockey pump started.
- Survey the equipment used during fire fighting, and order fire extinguishers and breathing air bottles replaced, fire hoses dried and properly stowed, etc.
- Maintain a fire watch as directed by the Fire Chief, but in no event less than two (2) hours.
- **Notify the FDEP Solid Waste Section and the FDEP Air Section at the numbers listed in Section II of this Plan.**

4.0 Hurricane Procedures

- When the facility is in the hurricane warning area, operation personnel will ensure that there is adequate supply of emergency supply (such as fuel and battery), mobile equipment and other items should be secured or moved inside the building, water storage tanks should be filled.
- When a category 3 or higher hurricane is projected which could affect facility operations, the facility may disconnect from electrical grid.
- As the storm approaches and conditions deteriorate, waste deliveries will be ceased and the access doors to the tipping floor and ash storage building will be closed and secured. Under no circumstances is waste stored outside of the tipping floor. Similarly, under no circumstances is ash stored outside of the ash storage building.
- The Facility Manager may direct that the boilers be shutdown and all non-employees leave the facility if it is determined that the facility cannot be safely operated.
- The Facility Manager will make decision to reopen the Facility once the storm has passed. **If the Facility has incurred damage that will prevent it from safely processing refuse the FDEP Solid Waste Section and Air Management Section must be notified at the numbers listed in Section II of the Plan.**

IV. DESCRIPTION OF ACCESS CONTROL FACILITIES, SUCH AS FENCES, GATES, AND DITCHES

The facility is completely fenced. During business hours, visitors and haulers enter the facility through the primary entrance. Primary entrance is through the North gate, which is closed during non-business hours. Secondary entrance is located East of the parking lot and is kept closed.

V. CONTROL OF STORMWATER AND FLOOD CONTROL MEASURES

The facility is constructed with four (4) stormwater retention ponds to prevent stormwater from leaving the property boundary. Non-contact stormwater is collected in the sumps and pumped to the retention ponds. Any stormwater that comes in contact with pollutants are collected and processed in the plant.

VI. DESCRIPTION OF JOB CLASSIFICATIONS AND PERSONNEL REQUIREMENTS

POSITIONS	NUMBER OF PERSON
Facility Manager, Responsible for the entire facility operation and administration.	1
Facility Administrator, Responsible for the facility administration.	1
Chief Engineer, Responsible for the entire facility operation.	1
Maintenance Supervisor, Responsible for the entire facility maintenance.	1
Office Administrator, Responsible for personnel administration.	1
Supplemental Waste Coordinator, Responsible for the coordination of segregated waste.	1
Purchasing/Warehouse, Responsible for obtaining equipment/parts and outside services.	1
Shift Supervisor, Responsible for the safe and efficient facility operation.	5
Shift Engineer, Responsible for monitoring the operation of the facility.	4
Auxiliary Engineer, Responsible for operation and maintenance of plant equipment and auxiliary systems.	5
Auxiliary Operator, Responsible for operation and maintenance of plant equipment and auxiliary systems.	4
Equipment Operator, Responsible for operation and maintenance of mobile equipment.	2
Utility Operator, Responsible for operation of mobile equipment and plant upkeep.	4
Instrument & Electrical Technician, Responsible for operation and maintenance of plant electrical equipment and auxiliary systems.	2
Maintenance Mechanic, Responsible for preventative and corrective maintenance of plant equipment and auxiliary systems.	5

In addition, the Facility is supported by a Regional Combustion Engineer, a Regional Plant Engineer, an Environmental Engineer, and a Continuous Emission Monitoring System Coordinator.

VII. LIST OF ACCEPTABLE AND UNACCEPTABLE WASTE

(1) Unauthorized Fuel. Subject to the limitations contained in the Facility's Title V Air permit # 0690046, the authorized fuels for the facility also include the other solid wastes that are not MSW, which are described in categories (1), (2) and (3), below. However, the facility

(a) shall not burn:

(1) those materials that are prohibited by state or federal law;

(2) those materials that are prohibited by the Facility's Title V permit # 0690046;

(3) hazardous waste;

(4) nuclear waste;

(5) radioactive waste;

(6) sewage sludge;

(7) used oil, **except for what is generated on site** (no used oil in liquid form from outside generators); or,

(8) explosives; and,

(b) shall not knowingly burn:

(1) untreated biomedical waste from biomedical waste generators regulated pursuant to Chapter 64E-16, F.A.C., and from other similar generators (or sources);

(2) segregated loads of biological waste;

(3) lead acid batteries; or,

(4) beryllium-containing waste, as defined in 40 CFR 61, Subpart C.

(5) mercury-containing devices or spent mercury-containing lamps (to the extent that such items can be reasonably identified in the wastestream)

(6) segregated loads of wood treated with chromate copper arsenate (CCA)

(2) The fuel may be received either as a mixture or as a single-item stream (segregated load) of discarded materials. If the facility intends to use an authorized fuel that is segregated non-MSW material, the fuel shall be either:

(a) well mixed with MSW in the solid waste pit; or,

(b) alternately charged with MSW in the hopper.

The facility operator shall prepare and maintain records concerning the description and quantities of all segregated loads of non-MSW material which are received and used as fuel at the facility, and subject to a percentage weight limitation, below [see (6) and (7)]. The Facility's Title V permit # 0690046 defines a segregated load is defined to mean a container or truck that is almost completely or exclusively filled with a single item or homogeneous composition of waste material, as determined by visual observation.

(3) Other Solid Waste. Subject to the conditions and limitations contained in the Facility's Title V permit # 0690046, the following other solid waste may be used as fuel at the facility:

SOLID WASTE FROM ON-SITE OPERATIONS

Used Oil from on-site operations

(a) The constituents and properties of the *on-spec used oil* generated from on-site operations shall comply with the following allowable concentration levels, as stipulated and defined in 40 CFR 279.10 (July 1, 1998 version), which is adopted by reference in Rule 62-730.181, F.A.C.

Constituent/Property	Allowable Concentration
Cadmium	2 ppm maximum
Arsenic	5 ppm maximum
Chromium	10 ppm maximum
Lead	100 ppm maximum
Total Halogens	4000 ppm maximum
Flash Point	100° F minimum
Polychlorinated Byphenyls (PCBs)	Less than 2 ppm

NOTE: Used oil containing more than 1000 ppm halogens is presumed to be a hazardous waste under the rebuttable presumption provided under 40 CFR 279.10(b)(1).

Such oil is subject to subpart H of Part 266 of this chapter rather than this part when burned for energy recovery unless the presumption of mixing can be successfully rebutted.

(b) On site generated *on-specification used oil, oily water, oily sludge, spent greases and oily solid waste (such as rags)* burned at this facility shall not be a hazardous waste as defined by Rule 62-730.030, F.A.C., or 40 CFR Part 261 (July 1, 1999 version). These materials shall conform to the standards of 40 CFR 279.11 and 40 CFR 761.20(e). It shall not include fuels or blended fuels consisting in whole or in part of hazardous waste or which include mixture of any solid waste generated from the treatment, storage, or disposal of hazardous waste. The on-spec used oil shall be burned in compliance with Section 403.769(3), F.S. Records shall be maintained showing the tonnages of internally-generated used oil fired.

(c) The on-site generated *on-specification* used oil samples (representative of the material disposed of) shall be analyzed by EPA Recommended Analytical Procedures for Used Oil for the following constituent/property, associated unit, and using the test methods indicated:

Constituent/Property	Unit	Test Method
Cadmium	ppm	EPA SW-846(6010)
Arsenic	ppm	EPA SW-846(6010)
Chromium	ppm	EPA SW-846(6010)
Lead	ppm	EPA SW-846(6010)
Total Halogens	ppm	EPA SW-846(9252)
Sulfur	percent	ASTM D129 or ASTM D1552
Flash Point	degree F	EPA SW-846(1010)
Heat of Combustion	Btu/gal	ASTM D240
Density	lbs/gal	
Polychlorinated Byphenyls (PCB's)	ppm	EPA SW-846(0010) and EPA 680
Ash		

NOTE: Other test methods may be used only after receiving prior written approval from the Department.

SOLID WASTE FROM OFF-SITE OPERATIONS

(a) Confidential, proprietary or special documents (including but not limited to business records, lottery tickets, event tickets, coupons and microfilm);

(b) Contraband which is being destroyed at the request of appropriately authorized local, state or federal governmental agencies, provided that such material is not an explosive, a propellant, a hazardous waste, or otherwise prohibited at the facility. For the purposes of this section, contraband includes but is not limited to drugs, narcotics, fruits, vegetables, plants, counterfeit money, and counterfeit consumer goods;

(c) Wood pallets, clean wood, and land clearing debris;

(d) Packaging materials and containers;

(e) Clothing, natural and synthetic fibers, fabric remnants, and similar debris, including but not limited to aprons and gloves; or,

(f) Rugs, carpets, and floor coverings, but not asbestos-containing materials or polyethylene or polyurethane vinyl floor coverings.

(6) Waste Tires. Subject to the conditions and limitations contained in the Facility's Title V permit # 0690046, waste tires may be used as fuel at the facility. The total quantity of waste tires received as segregated loads and burned at the facility shall not exceed 3%, by weight, of the facility's total fuel. Compliance with this limitation shall be determined as a daily average on a calendar monthly basis.

(7) Other Solid Waste/Segregated Loads. Subject to the conditions and limitations contained in the Facility's Title V permit # 0690046, the following other solid waste materials may be used as fuel at the facility (i.e. the following are authorized fuels that are non-MSW material). The total quantity of the following non-MSW material received as segregated loads and burned at the facility shall not exceed 5%, by weight, of the facility's total fuel, unless otherwise stated. Compliance with this limitation shall be determined as a daily average on a calendar monthly basis.

(a) Construction and demolition debris.

(b) The maximum percentage of oil-contaminated solid waste (non-hazardous solid waste contaminated with virgin or used oil products) defined as oil spill clean-up debris and absorbing

media, including oil filters, fired in each combustor is 20%, by weight, of the total solid waste input, determined as a daily average on a calender monthly basis. All "used oil" shall comply with the definition stated in 40 CFR 260.10 and shall not exceed the specification levels for arsenic, cadmium, chromium, lead, and total halogens contained in Table 1 of 40 CFR 279.11, or contain any hazardous waste as defined in 40 CFR 261.3. The used oil shall not have a polychlorinated biphenyl (PCB) content equal to or greater than 50 ppm, by weight.

(c) Items suitable for human, plant or domesticated animal use, consumption or application where the item's shelf-life has expired or the generator wishes to remove the items from the market. Such items or materials include but are not limited to off-specification or expired consumer products, pharmaceuticals, medications, health and personal care products, cosmetics, foodstuffs, nutritional supplements, returned goods, and controlled substances.

(d) Consumer-packaged products intended for human or domesticated animal use or application but not consumption. Such items or materials include but are not limited to carpet cleaners, household or bathroom cleaners, polishes, waxes and detergents.

(e) Waste materials that:

(i) are generated in the manufacture of items in categories (c) or (d), above and are functionally or commercially useless (expired, rejected or spent); or,

(ii) are not yet formed or packaged for commercial distribution. Such items or materials must be substantially similar to other items or materials routinely found in MSW.

(f) Waste materials generated by manufacturing, industrial or agricultural activities, provided that these items or materials are substantially similar to items or materials that are found routinely in MSW, subject to prior approval of the Department.

(8) Landfill Leachate. The Facility's air construction permit 069-0046-011-AC authorizes temporary injection of landfill leachate into the lime spray dryer absorbers (scrubbers) that are part of the air pollution control equipment of the two municipal waste combustors. The purpose of injecting leachate into the scrubbers is to utilize the excess heat in the flue gas to evaporate the water component of the leachate. The solid component of the leachate is collected in the bottom of the scrubber along with the reacted lime. Approximately 3 tanker trucks per day, 6 days per week, of leachate will be transported from the Lake County landfill in Astatula to the facility. The leachate is stored in an 18,000 gallons double-walled Baker tank. The tank is located on the paved ground surface adjacent to the ash residue transfer belt inclined enclosure. A 12 inches high curbing is built around the tank to contain minor spills. A portable catch basin is placed under the truck hose connection during truck unloading to collect spills. Spilled leachate is collected and disposed in the wastewater sump. Any leachate spilled outside

leachate spilled outside of the containment will be absorbed by chemically-treated absorbent booms and pads. The spent booms and pads will be disposed in the refuse pit for incineration. In the event the facility is not able to process leachate, the Lake County landfill employees will be notified to divert the leachate to an alternative disposal location.

VIII. THE LOCATIONS AND FUNCTIONS OF SPOTTERS AND OPERATORS

The loader operator is on tipping floor to transfer the waste from the floor to the pit. During this process, the loader operator conducts visual inspection of the waste on tipping floor for any unacceptable wastes. The loader operator transfers any unacceptable wastes found on the tipping floor into the reject bin.

The crane operator is in the control room to transfer the waste from the pit to the boiler feed hoppers. During this process, the crane operator conducts visual inspection of the waste in the pit for any unacceptable wastes. The crane operator transfers any unacceptable wastes found in the pit into the loader to be put in the reject bin. The crane operator also manages waste storage and boiler feeding.

Personnel which perform the functions of loader operator or crane operator are assigned as equipment operator or utility operator. Current personnel assignments for equipment operators and utility operators include (as of 1/30/12):

Robert Ballas
Kevin Chew
Terry Stires
LeRoy Emery

IX. WASTE SCREENING PROCEDURES AND PROVISIONS FOR THE MANAGEMENT OF HAZARDOUS/PROHIBITED WASTE

All arriving solid waste vehicles are weighed at an inbound scale. At this scale, there is a clearly visible notice posted that Unacceptable and Regulated Hazardous Waste is

prohibited, together with clear warning of potential hauler bans and other legal penalties for violators. Upon request of the tipping floor Equipment or Utility Operator, or Lake County Representative, trucks may be directed to a specific area on the floor for examination of the waste being delivered. This inspection can occur due to a suspected problem or on a random basis as part of the Facility's inspection program. The inspection may result in some materials being rejected. Visual inspection of trucks by the Equipment or Utility Operator targets unusual looking loads (e.g. smoldering, uncovered, etc.);

Routine visual inspection by tipping floor personnel and crane operator of material in the solid waste vehicles occurs as they are unloading; while visual inspection is conducted by the crane operator and other Facility personnel of the materials in the solid waste pit.

Whenever Facility staff identifies a hauler with Unacceptable or suspected Regulated Hazardous Waste or screens a hauler for possible Unacceptable or Regulated Hazardous Waste, inspection reports will be completed. If the tipping floor personnel discover Unacceptable or suspected Regulated Hazardous Waste in an incoming truck, either at or before the truck reaches the pit area, the driver will not be permitted to discharge his load and will be directed to leave the site. Loads will be selected for inspection on a random basis. Loads selected for inspection will be directed to a designated screening area where an unloading spot will be provided. At the screening area, the load will either be discharged into the pit under the scrutiny of the tipping floor personnel, or haulers will be required to spread their load on the floor by dumping it in piles. If suspect materials are spotted, but are not readily accessible, the Equipment or Utility operator will spread the solid waste tipped onto the floor using the loader bucket. If Unacceptable or suspected Regulated Hazardous Waste is found, the hauler will be required to remove it from the Facility. **If Regulated Hazardous Waste is identified, the Florida Department of Environmental Protection shall be notified at one of the numbers listed in Section II of this Plan.**

X. DESCRIPTION OF TEMPORARY STORAGE PROCEDURE FOR MATERIALS REMOVED FROM THE WASTE STREAM FOR RECOVERY, REUSE, OR ALTERNATE DISPOSAL

Loads whose major components are acceptable non-combustible metal items must off-load to process rejects bin as directed by Equipment Operator. (i.e., appliances, water heaters, metal furniture and equipment, etc.). When the reject bin is full, it is taken to the Lake County solid waste management facility for proper handling.

XI. DESCRIPTION OF PROCEDURES TO HANDLE AND/OR TEMPORARILY STORE HAZARDOUS WASTE

Whenever suspected Hazardous Waste is found and the hauler can be identified and it is safely possible the hauler will be required to reload and leave the Facility site. If it is not possible to reload the vehicle safely, subject to local laws and regulations, municipal or the authorities will be requested to impound the vehicle until the hauler can arrange for and actually remove the Hazardous Waste. If necessary, Haulers will be kept at the Facility until appropriate public health officials arrive. A decision will be reached at the time as to the most appropriate disposal option. The truck shall not leave the facility until released by the Equipment or Utility Operator, Covanta Lake Management or Lake County Representative. At the time of release, the Hauler will be given a Notice of Inspection or Infraction.

When haulers cannot be identified and the Company is required to handle suspected Hazardous Waste that does not appear to be an immediate threat, it will be set aside, roped off and isolated, away from traffic and personnel until a decision can be reached at the time as to the most appropriate disposal option.

XII. STORAGE OF SOLID WASTE

During heavy delivery hours, trucks deliver more solid waste to the pit than can be fed to the stokers. The crane operator must arrange, or "stack," pit solid waste to allow for efficient delivery truck dumping. Basically, this means keeping space open along the pit's front wall

where the trucks dump, while stacking excess solid waste in other parts of the pit. Proper pit management provides maximum solid waste storage while keeping the front row sufficiently clear for arriving trucks to unload. The first goal is keeping the front wall dug well below tipping floor level so the trucks can dump directly to the pit. If overall solid waste level is below the tipping floor, keep the rest of the solid waste leveled. During extremely heavy delivery hours, it may be necessary to stack out entire bays. If solid waste deliveries still exceed pit space, continue stacking from the end of the pit toward the center. Always form the barrier walls as described above in the centermost bays for efficient use of pit space.

During non-delivery hours on weekdays, manage the pit as necessary to best prepare it for deliveries the next day. This includes digging out the front row and laying a firm foundation for the center barrier wall. On weekends always try to empty at least one half of the pit on either end. Alternate the ends emptied every other weekend.

XII. DESCRIPTION OF PROCEDURES FOR STORAGE, TRANSPORTATION, AND DISPOSAL OF ASH RESIDUE

Combined ash residue consists of non-combustible by-products, fly ash, spent lime, spent carbon, bottom ash and water. The fly ash system collects and handles collected salts and fly ash discharged from the boiler, dry scrubber, and particulate removal (baghouse) systems. In addition to fly ash, spent lime reagent and activated carbon are collected from the dry scrubber and baghouse. The collected fly ash is combined with the bottom ash for quenching in the ash discharger.

From the quench section of the ash discharger, a hydraulically driven ram pushes the combined ash up an inclined draining/drying chute. Combined ash residue then falls on to the main vibrating residue conveyor. The conveyor carries discharged residue from the boilers to an integral "grizzly scalper." The grizzly scalper extracts large (> 10") pieces from the main residue stream. Oversized pieces are transported to the residue storage building via a front-end loader. Undersized pieces are fed to an enclosed inclined belt conveyor for transport to the residue storage building. Each residue discharger is equipped with an emergency bypass transfer chute to permit uninterrupted removal of residue if any

component of the ash conveying system becomes inoperative. The transfer chutes are designed to provide emergency bypass of the main vibrating conveyor by directing the residue to a dumpster. The dumpster is transported to the ash building via a forklift. This system is utilized in emergency situations only. Within the residue storage building, a rotating magnet continuously removes ferrous materials from the combined ash residue stream. The ferrous materials are collected in a separate storage bay, and are periodically removed for recycling by various scrap haulers. The combined ash residue is completely enclosed within the residue storage building, which contains two separate storage bunkers. Each storage bay is sized to allow a naturally forming residue pile. Sufficient storage volume is provided for three days of accumulated materials. Stored residue is removed from storage and loaded into trucks by a front-end loader for ultimate disposal in the Class I landfill having liner and leachate collection system. Refer to the attached Ash Residue Management Plan.

IX. DESCRIPTION OF RECORDS AND RECORD KEEPING PROCEDURES

The vehicles that carry incoming solid wastes, ash residue and ferrous scrap are weighed at the scale house. Weigh records are kept and used to calculate daily, monthly, and annual quantity of solid wastes received and ash residue and ferrous scrap generated. The amount of waste combusted and the amount of steam produced are used to calculate the monthly heat input to the boilers.

A sample of ash residue is collected on a monthly basis. A composite quarterly sample is analyzed for priority pollutant metals. An annual summary report is prepared and submitted to FDEP.

Other regulatory records include permit, application, inspection reports, etc. are maintained in the administrative area.

The above mentioned records are kept for at least 5 years.

SPILL PREVENTION, CONTROL, AND COUNTERMEASURE PLAN

(OIL AND PETROLEUM PRODUCTS)

FOR

Lake County Resource Recovery Facility
3830 Rogers Industrial Park Road
Okahumpka, FL 34762

DATE OF PLAN: 10/2011

DESIGNATED PERSON ACCOUNTABLE FOR SPILL PREVENTION:

Gary Main, Facility Manager

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APPENDICES

1.0 APPROVALS AND CERTIFICATIONS

1.1 PROFESSIONAL ENGINEER CERTIFICATION

I hereby certify that I (or an agent) have examined the Covanta Lake, Inc facility located at 3838 Rogers Industrial Park Road, Okahumpka, FL and, being familiar with the relevant provisions for SPCC Plans under the Clean Water Act, attest that this SPCC Plan is in accordance with industry standards, good engineering practices and the requirements of the SPCC regulation (40 CFR 112). The procedures required for inspections and testing have been established and this Plan is adequate for the facility.

SIGNATURE:	
NAME (PRINT):	**Jason M. Gorrie**
REGISTRATION NO.:	**55341**
STATE:	**Florida**
DATE:	11/8/2011

1.2 TECHNICAL AMENDMENT CERTIFICATION AND REVIEW [40 CFR 112.5]

40 CFR Part 112.5(a) requires amendment made, and implemented as soon as possible, within six months when there is a change in the facility design, construction, operation, or maintenance that materially affects its potential for a discharge. Examples of changes that may require amendment of the Plan include, but are not limited to: commissioning or decommissioning containers; replacement, reconstruction, or movement of containers; reconstruction, replacement, or installation of piping systems; construction or demolition that might alter secondary containment structures; changes of product or service; or revision of standard operation or maintenance procedures at a facility.

40 CFR Part 112.5(b) requires a review and evaluation of this SPCC Plan at least once every five years. The SPCC Plan will be amended within six months of the review to include more effective prevention and control technology if such technology will significantly reduce the likelihood of a discharge event from the facility; and if such technology has been field-proven at the time of review. The implement any amendment is required as soon as possible, but not later than six months following preparation of Plan amendment. The PE must document and sign completion of the review and evaluation. The following page provides documentation of the five-year review or evaluation of the SPCC Plan by the professional engineer (or his/her agent). A statement as to whether an amendment to the plan is required is also included on the review page.

TECHNICAL AMENDMENT CERTIFICATION AND REVIEW PAGE

	Review Date	Reviewer (Print Name)	Reviewer's Signature	Is P.E. certification required (Yes/No)?	Comments (Provide description of changes/revisions)
1.	10/4/11	Viet Ta	Viet Ta	Yes	Revisions to comply with 40 CFR 112 rule amendment, adopted April 18, 2011.
2.					
3.					
4.					
5.					
6.					
7.					
8.					

1.3 MANAGEMENT APPROVALS AND COMMITMENT

40 CFR Part 112.7 requires the full approval of management at a level of authority to commit the necessary resources to fully implement the Plan. The Plan must also be prepared in accordance with good engineering practices.

Name	Date	Signature
Gary Main **Facility Manager**	10/21/11	
Tommy Robertson **Chief Engineer**	10-21-11	
Richard Moyer **Maintenance Supervisor**	10/21/11	
Viet Ta **Environmental Specialist**	10-21-11	

2.0 INTRODUCTION

This Spill Prevention Control and Countermeasure (SPCC) Plan has been prepared in accordance with 40 Code of Federal Regulations (CFR) Part 112-Oil Pollution Prevention because the facility is onshore that:

1. Store, use or consume oil and oil products with an aggregate aboveground storage capacity in excess of 1,320 gallons total; or,

2. Should a discharge occur, the discharged oil and oil products could reasonably be expected to discharge into the navigable waters and adjoining shorelines of the United States.

For the purposes of calculating the threshold storage capacity, only containers of oil with a storage capacity of 55 gallons or greater are counted toward the aggregate aboveground storage capacity. The threshold applies to storage capacity contained in operating equipment as well as the storage capacity contained in containers.

At this facility, oil means petroleum, fuel oil, sludge, synthetic oils, mineral oils, oil refuse, or oil mixed with wastes (other than dredged spoil).

2.1 PURPOSE

The purpose of the SPCC Plan is to prevent the discharge of oil and oil products into the navigable waters or adjoining shorelines of the United States by identifying potential discharges, establishing equipment and procedures to prevent the occurrence of a discharge and to provide immediate response and notification should a discharge occur.

2.2 SCOPE

This Plan addresses three basic functions:

1. The practices devoted to the prevention of oil discharges;
2. The plan of containment should a discharge occur; and,
3. The plan for removal and disposal of discharged material.

In each section, the federal requirements are enclosed within a box prior to the facility's description of the mechanisms in place for ensuring compliance with each requirement.

2.3 IMPLEMENTATION

The personnel at the Covanta Lake, Inc facility will implement the SPCC Plan. Contractors and delivery staff can have a significant impact on the prevention of discharges. The facility will take reasonable measures to direct contractors and delivery staff to operate in a manner consistent with this Plan.

2.4 REVIEW, AMENDMENT, AND CERTIFICATION

USEPA Review and Amendment [40 CFR 112.4]

The SPCC plan is not required to be filed with the USEPA; however, a copy is retained at the facility and is available onsite for review by the USEPA or appropriate state agency during normal working hours.

Whenever there has been a discharge (spilling, leaking, pumping, pouring, emptying or dumping of oil outside of piping, equipment or containment) of more than 1,000 gallons in a single discharge or more than 42 gallons of oil discharged in each of two discharges occurring within any 12-month period, a discharge report will be submitted to the USEPA and the Florida Department of Environmental Protection within 60 days of the discharge. The report should contain the information listed in Section 4.1.

Florida Department of Environmental Protection: Law Enforcement Division – State Warning Point 1-(800) 320-0519 should be verbally notified immediately when the owner or operator has knowledge of a release of petroleum or petroleum products exceeding 25 gallons on a pervious surface. A follow up report is required to be submitted to the State Emergency Response Commission (SERC) and Local Emergency Planning Commission (LEPC).

"Immediate" means as soon as possible but no later than 24 hours after occurrence.

Upon receipt and review of the report information, the Regional Administrator or state agency may require the Plan to be amended.

Facility Review and Amendment [40 CFR 112.5]

Review. The SPCC Plan will be reviewed and evaluated by facility personnel at least once every 5 years.

Amendment. The SPCC Plan will be amended whenever there is a significant change in facility design, construction, operation, or maintenance, which affects the facility's potential to discharge oil. Specific changes that require an SPCC Plan amendment include:

- Commission or decommission of containers;
- Replacement, reconstruction, or movement of containers;
- Reconstruction, replacement, or installation of piping systems;
- Construction or demolition that may alter secondary containment structures;
- Changes in products or services; and,
- Revision of standard operation or maintenance procedures at the facility.

If changes are required to provide more effective prevention and control, the SPCC Plan will be amended and implemented within six months of review. All amendments will be implemented as soon as possible but no later than six months after changes have occurred.

Certification [40 CFR 112.5(c)]

Technical amendments to the Plan will be reviewed and certified by a Registered Professional Engineer or his/her agent, who has examined the facility and is familiar with the requirements of 40 CFR 112. The "Technical Amendment Certification and Review Page" form is found in Section 1.0, Approvals and Certifications. Administrative changes, such as changes to phone numbers, personnel names, etc. do not need to be certified by a registered Professional Engineer.

2.5 DEVIATIONS FROM PLAN REQUIREMENTS [112.7(a)(1) AND (2)]

(1) Include a discussion of your facility's conformance with the requirements listed in this part (i.e., 112.7).

(2) Comply with all applicable requirements listed in this part. Your plan may deviate from the requirements in paragraphs (g), (h)(2) and (3), and (i) of this section, and the requirements of Subpart B and C of this part, except for the secondary containment requirements in paragraphs (c) and (h)(1) of this section, and §§ 112.8(c)(2), 112.8 (c)(11), 112.9(c)(2), 112.10(c), 112.12 (c)(2), 112.12(c)(11), 112.13(c)(2) and 112.14(c), where applicable to a specific facility, if you provide equivalent environmental protection by some other means of spill prevention, control or countermeasure. Where your plan does not conform to the applicable requirements in paragraphs (g), (h)(2), (h)(3) or (i) or the requirements of Subpart B and C of this part, except the secondary containment requirements in paragraphs (c) and (h)(1) of this section, and §§ 112.8(c)(2), 112.8 (c)(11), 112.9(c)(2), 112.10(c), 112.12 (c)(2), 112.12(c)(11), 112.13(c)(2) and 112.14(c), you must state the reasons for nonconformance in the Plan and describe in detail alternate methods and how you will achieve equivalent environmental protection. If the Regional Administrator determines that the measures described in your Plan do not provide equivalent environmental protection, he may require you to amend your Plan, following the procedures in §112.4(d) and (e).

The facility is in conformance with all of the general requirements of 112.7, and the specific requirements of Section 112.8. Alternate means of environmental protection have not been provided, since the facility conforms to the requirements specified in the regulation.

3.0 GENERAL REQUIREMENTS [40 CFR 112.7]

3.1 GENERAL FACILITY INFORMATION

Facility Owner:	Covanta Lake, Inc.
Address and Phone Number	3830 Rogers Industrial Park Road Okahumpka, FL 34762 (352) 365-1611

Facility Operator:	Covanta Lake, Inc
Address and Phone Number	3830 Rogers Industrial Park Road Okahumpka, FL 34762 (352) 365-1611

	Name	Title	Phone Number
Facility Contacts:	Gary Main	Facility Manager	(352) 365-1611
	Tommy Robertson	Chief Engineer	(352) 365-1611
	Richard Moyer	Maintenance Supervisor	(352) 365-1611
	Joseph R. Treshler	Business Manager	(727) 919-7721
	Viet Ta	Environmental Specialist	(727) 919-7671

3.2 FACILITY OPERATIONS AND BACKGROUND

The facility, which began operation in March of 1991, is comprised of two municipal solid waste combustors, a turbine generator and ancillary equipment. The steam produced is used to generate electricity. The facility uses diesel fuel to operate a diesel engine driven pump and onsite mobile equipment; hydraulic oil to operate hydraulic-driven equipment and lube oil for the turbine generator. The facility receives diesel fuel and these oils by common carrier. Products are stored in aboveground storage tanks (ASTs) and equipment reservoirs. The facility is designed such that all stormwater runoff is directed to onsite retention ponds.

3.3 RECEIVING WATERS/PROBABLE FLOW PATHS

The nearest navigable water is the Palatlakaha river located approximately 0.6 miles from facility boundary. Due to facility design, any significant spill would flow into the stormwater ponds. The facility is prohibited from discharging into the river.

3.4 PHYSICAL LAYOUT/DESCRIPTION OF FACILITY [40 CFR 112.7(a)(3)]

Describe in your Plan the physical layout of the facility, and include a facility diagram, which must mark the location and contents of each container. The facility diagram must include completely buried tanks that are otherwise exempted from the requirements of this part under §112.1(d)(4). The facility diagram must also include all transfer stations and connecting pipes.

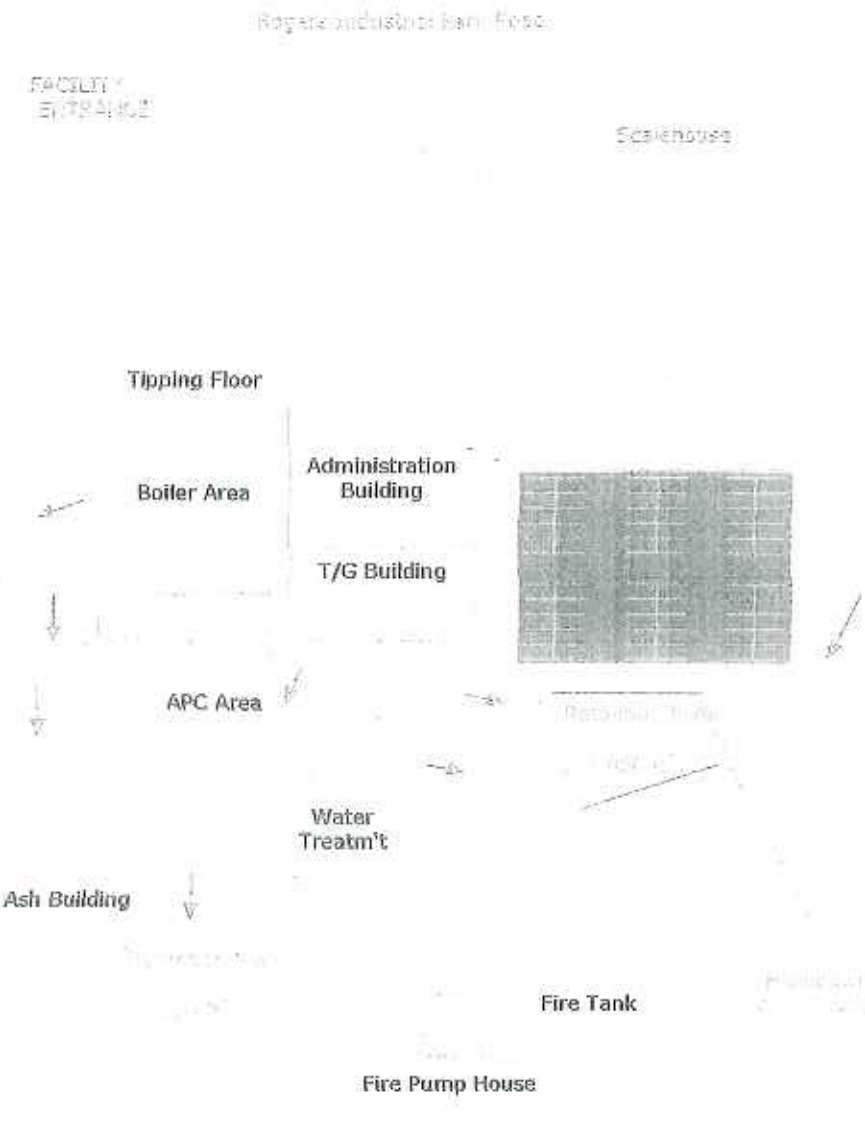
You must also address in your Plan:

- *(i) The type of oil in each container and its storage capacity;*
- *(ii) Discharge prevention measures including procedures for routine handling of products (loading, unloading, and facility transfers, etc.)*
- *(iii) Discharge or drainage controls, such as secondary containment around containers and other structures, equipment and procedures for the control of a discharge;*
- *(iv) Countermeasures for discharge discovery, response, and cleanup (both the facility's capability and those that may be required of a contractor;*
- *(v) Methods of disposal of recovered materials in accordance with applicable legal requirements; and*
- *(vi) Contact list and phone numbers for the facility response coordinator, National Response Center, clean up contractors with whom you have an agreement for response, and all appropriate Federal, State and local agencies who must be contacted in case of a discharge as described in §112.1(b).*

The Lake Solid Waste to Energy Facility is located at 3830 Rogers Industrial Park Road in Okahumpka, FL. The main entrance is through a remotely operated gate that is kept closed during hours when waste is not being delivered. The scalehouse is located on the inbound access drive. The entrance to the tipping floor is approximately 170 yards beyond the scales on the right. The exit to the tipping floor is located on the west side of the tipping building. This exit circles the facility along the west and south boundaries of the property and then exits on the north side of the scalehouse parallel to the entrance.

A facility diagram, indicating the location and contents of each container is presented as Figure 1. Oil-filled electrical and operating equipment having capacities greater than 55-gallons are also shown in Figure 1, for informational purposes. The facility does not have any completely buried containers in oil service.

A summary of the types of oils used at the facility and related material storage containers is presented in Table 1. The location of the containers is shown on the diagram on the next page.



Designator	Type	Contalner	Capacity
A	fuel oil	tank	530
B	lube oil	55 gal drums	330
C	fuel oil	tank	288
D	lube oil	reservoir	1000

Designator	Type	Container	Capacity
E	hydraulic	reservoir	360
F	used oil	55 gal drums	220
G	dielectric	reservoir	2300

SITE DIAGRAM LAKE COUNTY RESOURCE RECOVERY FACILITY	DRAWN BY	CHECKED	DATE	SCALE	SHEET NO.
	JG		October 2011	N.T.S.	1

Table 1
Oil and Petroleum Products Storage

TYPE OF OIL STORED	TYPE OF STORAGE CONTAINER	STORAGE CAPACITY (gallons)
Fuel Oil	Aboveground Storage Tank	530
Lubricating Oil	55 gal. Drums and 60 gal. Totes	1050
Fuel Oil	Aboveground Storage Tank	288
Turbine Generator	Equipment storage	1000
Stoker Hydraulics	Equipment storage (2 @ 180 each)	360
Used Oil	Aboveground Storage Tank	300
Transformer	Equipment storage	2300
TOTAL		**5628 gal.**(1)

Notes:
(1) Less than 55-gallon containers are not included in the total quantity of oil stored.

3.5 DISCHARGE PREDICTION [40 CFR 112.7(b)]

Where experience indicates a reasonable potential for equipment failure (such as loading or unloading equipment, tank overflow, rupture, or leakage or any other equipment known to be a source of a discharge), include in your Plan a prediction of the direction, rate of flow, and total quantity of oil which could be discharged from the facility as a result of each type of major equipment failure.

Although the facility has not had a reportable discharge or leak in the past five years, there is a reasonable potential for reportable discharges from the oil and oil product containers. Table 2 presents possible oil discharge scenarios; potential discharge volumes of oil, potential rate of oil flow, and potential discharge pathways.

Table 2
Possible Oil Discharge Scenarios

Source	Type of Failure	Volume (gallons)	Rate (gph)	Direction of Flow
Aboveground Storage Containers				
Diesel fuel oil tank	rupture	530	530	Into containment
Diesel fuel oil tank	rupture	288	288	Into containment
55-gal fuel oil drum	rupture	55	55	Onto the floor
300-gal used oil tank	rupture	300	300	NA - doublewalled
55-gal lube oil drum	rupture	55	55	Into containment
Filling Operations				
Stoker hydraulic reservoir	spillage	55	< 1	Into containment
Turbine Lube reservoir	spillage	55	< 1	Into containment
Diesel fuel oil tank (530 gal)	spillage	minimal	< 1	Into containment
Diesel fuel oil tank (288-gal)	spillage	minimal	< 1	Into containment
Other Equipment Storage				
Stoker hydraulic reservoir	rupture	180	180	Into containment
Turbine Lube reservoir	rupture	1000	1000	Into containment
Main transformer reservoir	rupture	2300	2300	Onto the ground

3.6 DIVERSIONARY STRUCTURES AND CONTAINMENT [40 CFR 112.7(c)]

Provide appropriate containment and/or diversionary structures or equipment to prevent a discharge as described in §112.1(b). The entire containment system, including walls and floor, must be capable of containing oil and must be constructed so that any discharge from a primary containment system, such as a tank or pipe will not escape the containment before cleanup occurs.

At a minimum, you must use one of the following prevention systems or its equivalent: [(1) For onshore facilities:] i) Dikes, berms or retaining walls sufficiently impervious to contain oil; ii) Curbing or drip pans; iii) Sumps and collection systems; iv) Culverting, gutters or other drainage systems; v) Weirs, booms or other barriers; vi) Spill diversion ponds; vii) Retention ponds; and viii) Sorbent materials.

Existing containment and diversion structures for each container are listed on Table 3, and are described below.

Table 3
Existing Containment and Diversion Structures

Type of Oil Stored	Type of Storage Container	Storage Container Volume (gallons)	Type of Secondary Containment	Secondary Containment Volume (gallons)
Fuel Oil	Tank	530	concrete	717
Fuel Oil	Tank	288	concrete	297
Hydraulic oil	reservoir	180	concrete	540
Lube oil	reservoir	1000	concrete	2388
Lube oil	drum	55	concrete	65.6
Used oil	Tank	300	Double-walled	NA
Transformer oil	reservoir	2300	none	NA

3.7 DEMONSTRATION OF IMPRACTIBILITY FOR DIVERSIONARY STRUCTURES OR CONTAINMENT [40 CFR 112.7(d)]

If you determine that the installation of any of the structures or pieces of equipment listed in paragraphs (c) and (h)(1) of this section, and §§ 112.8(c)(2), 112.8 (c)(11), 112.9(c)(2), 112.10(c), 112.12 (c)(2), 112.12(c)(11), 112.13(c)(2) and 112.14(c) to prevent discharge as described in §112.1(b) is not practical, you must clearly explain in your Plan why such measures are not practicable; for bulk storage containers, conduct both periodic integrity testing of the containers and periodic integrity and leak testing of the valves and piping; and, unless you have submitted a response plan under §112.20, provide in your Plan, the following:

(1) An oil spill contingency plan following the provisions of part 109 of this chapter.

(2) A written commitment of manpower, equipment and materials required to expeditiously control and remove any quantity of oil discharged that may be harmful.

The facility employs the use of appropriate secondary containment and equipment for discharge control.

3.8 INSPECTIONS AND RECORDS [40 CFR 112.7(e)]

Conduct inspections and tests required by this part in accordance with written procedures that you or the certifying engineer develop for the facility. You must keep these written procedures and a record of the inspections and tests, signed by the appropriate supervisor or inspector, with the SPCC Plan for a period of three years. Records of inspections and tests kept under usual and customary business practices will suffice for the purposes of this paragraph.

Oil storage containers and drum storage areas are visually observed by operations personnel on a daily basis for signs of leaks or discharges, damage, or improper operation. On a weekly basis, the Chief Engineer or his designee visually inspects drum storage areas and the oil storage containers. In addition, drum storage areas and the oil storage containers are formally inspected on a monthly basis. Findings are documented using the Inspection Report form found in Appendix 3. Additional confirmation of structural integrity of the fuel oil tank is described in Section 5.2. Records are maintained in the administrative office. Used oil tank does not need to be inspected

because it is a double-walled tank.

3.9 PERSONNEL, TRAINING and DISCHARGE PREVENTION PROCEDURES [40 CFR 112.7(f)]

Personnel Instructions [40 CFR 112.7(f)(1)]

At a minimum, train your oil-handling personnel in the operation and maintenance of equipment to prevent discharges; discharge procedure protocols; applicable pollution control laws, rules and regulations; general facility operations; and the contents of the SPCC Plan.

Personnel that handle oil are trained for successful implementation of this Plan.

Personnel are instructed in the operation and maintenance of equipment to minimize the discharge of oils. Personnel are also trained on proper procedures for containment and clean up of small discharges and leaks, as well as discharge response procedures, the contents of this Plan, and other applicable pollution control laws, rules, and regulations. Personnel are trained annually.

Designated Person Accountable for Discharge Prevention [40 CFR 112.7(f)(2)]

Designate a person at each applicable facility who is accountable for discharge prevention and who reports to facility management.

The Facility Manager is the designated person responsible for discharge prevention at the facility.

Discharge Prevention Briefings [40 CFR 112.7(f)(3)]

Schedule and conduct discharge prevention briefings for your oil-handling personnel at least once a year to assure adequate understanding of the SPCC Plan for that facility. Such briefings must highlight and describe known discharges as described in §112.1(b) or failures, malfunctioning components, or any recently developed precautionary measures.

Annually as part of a regularly scheduled safety meeting or on-shift training, all Covanta Lake, Inc. operation personnel are instructed in spill prevention and spill management. This training is documented as part of the meeting attendance and includes discussions of all potential spills and appropriate responses should a spill occur.

Any unusual activity that might increase the likelihood of a spill is preceded by a spill briefing to ensure that all personnel are aware of any potential spills.

3.10 SECURITY [40 CFR 112.7(g)]

Describe in your Plan how you secure and control access to the oil handling, processing and storage areas; secure master flow and drain valves; prevent unauthorized access to starter controls on oil pumps; secure out-of-service and loading/unloading connections of oil pipelines; and address the appropriateness of security lighting to both prevent acts of vandalism and assist in the discovery of oil discharges.

The facility is totally enclosed with fencing and all entrances to the plant have gates, which are kept closed during non-delivery hours. The main entrance to the facility is equipped with a telephone to ensure identification of all after-hours visitors. All visitors must sign in at the administrative area.

The fuel oil storage tank and diesel engine day tank drain valves are capped at all times. The diesel engine is constantly in standby and as such, the flow valve remains open. The mobile equipment refueling nozzle is locked when not in use by authorized personnel. Drain valves on equipment reservoirs are capped.

The controls for the hydraulic and lube oil pumps are located in the facility's main control room, which is manned continuously by authorized personnel only.

All areas of the facility are adequately lighted and enclosed by the fencing described previously. The facility is normally in operation and staffed seven days per week twenty-four hours a day. Access to the public is restricted to the hours of 05:30 until 19:00 Monday through Saturday and closed on Sunday.

3.11 TRUCK UNLOADING OPERATIONS [40 CFR 112.7(h)(1-3)]

Adequate Secondary Containment for Vehicles [40 CFR 112.7(h)(1)]

Where loading/unloading area drainage does not flow into a catchment basin or treatment facility designed to handle discharges, use a quick drainage system for tank car or tank truck loading and unloading areas. You must design any containment system to hold at least maximum capacity of any single compartment of a tank car or tank truck loaded or unloaded at the facility.

As outlined in Appendix A of 40 CFR 112, this requirement is not applicable when a commercial self-unloading vehicle enters our site and unloads to our tank. The requirements for the tank truck are governed by the Department of Transportation. All filling/refueling activities are manned for the duration of the operation.

All tank fill connections are either located within the tank containment area to contain any residual oil which may spill upon disconnecting the truck hose. Oil dry is utilized as a means of immediately cleaning up any spills or leaks from any mobile equipment filling operations.

Warning Barrier System for Vehicles [40 CFR 112.7(h)(2)]

Provide an interlocked warning light or physical barrier system, warning signs, wheel chocks, or vehicle break interlock system in loading/unloading areas to prevent vehicles from departing before complete disconnection of flexible or fixed oil transfer lines.

The fuel oil delivery truck wheels will be chocked prior to unloading operations and removed after the delivery hose has been disconnected and just prior to departure.

Vehicles Examined for Drainage Outlets Before Leaving [40 CFR 112.7(h)(3)]

Prior to filling and departure of any tank car or tank truck, closely inspect the lowermost drain and all outlets of such vehicles, and if necessary, ensure that they are tightened, adjusted, or replaced to prevent liquid discharge while in transit.

The fuel oil storage tank is filled from tank trucks as needed. Facility personnel are present to ensure proper unloading procedures are used and to verify that the vendor is present at all times during filling operations. The vendor/transporter will be instructed on the initial notification requirements of this Plan and must be present at all times during unloading (tank filling) operations. Vehicles will be inspected for leaks prior to departing the facility.

3.12 BRITTLE FRACTURE EVALUATION [40 CFR 112.7(i)]

If a field-constructed aboveground container undergoes a repair, alteration, reconstruction or change in service that might affect the risk of a discharge or failure due to brittle fracture or other catastrophe, or has discharged oil or failed due to brittle fracture failure or other catastrophe, evaluate the container for risk of discharge or failure due to brittle fracture or other catastrophe, and as necessary take appropriate action.

This section is not applicable, as the facility has no field-constructed aboveground containers.

3.13 CONFORMANCE WITH ADDITIONAL STATE REQUIREMENTS [40 CFR 112.7(j)]

In addition to the minimal prevention standards listed under §112.7, include in your Plan, a complete discussion of conformance with the applicable requirements and other effective discharge prevention and containment procedures listed in this part or any applicable more stringent State rules, regulations and guidelines.

The facility is in conformance with the general requirements of Florida state regulation 62-761.500. Alternate means of environmental protection have not been provided, since the facility conforms to the requirements specified in the regulation.

The Florida Department of Environmental Protection, Division of Law Enforcement requires immediate verbal notification to the State Warning Point in cases of the following:

Petroleum Based Spills:

- Spills into/involving state waterways (any amount).
- Spills greater than 25 gallons on pervious surface.
- Spills greater than 100 gallons outside a containment area, or 500 gallons inside a containment area.

"**Immediate**" means as soon as possible but no later than 24 hours after occurrence.

3.14 Qualified Oil-filled Operational Equipment [40 CFR 112.7(k)]

The owner or operator of a facility with oil-filled operational equipment that meets the qualification criteria in paragraph (k)(1) of this sub-section may choose to implement for this qualified oil-filled operational equipment the alternate requirements as described in paragraph (k)(2) of this sub-section in lieu of general secondary containment required in paragraph (c) of this section.

(1) Qualification Criteria-Reportable Discharge History: The owner or operator of a facility that has had no single discharge as described in §112.1 (b) from any oil-filled operational equipment exceeding 1,000 U.S. gallons or no two discharges as described in §112.1(b) from any oil-filled operational equipment each exceeding 42 U.S. gallons within any twelve month period in the three years prior to the SPCC Plan certification date, or since becoming subject to this part if the facility has been in operation for less than three years (other than oil discharges as described in §112.1(b) that are the result of natural disasters, acts of war or terrorism); and

(2) Alternative Requirements to General Secondary Containment. If secondary containment is not provided for qualified oil-filled operational equipment pursuant to paragraph (c) of this section, the owner or operator of a facility with qualified oil-filled operational equipment must:

(i) Establish and document the facility procedures for inspections or a monitoring program to detect equipment failure and/or a discharge; and

(ii) Unless you have submitted a response plan under §112.20, provide in your Plan the following:

(A) An oil spill contingency plan following the provisions of part 109 of this chapter.

(B) A written commitment of manpower, equipment, and materials required to expeditiously control and remove any quantity of oil discharged that may be harmful.

The facility meets the qualification criteria in paragraph (k)(1) of this sub-section. The facility chooses to implement for this qualified oil-filled operational equipment the alternate requirements as described in paragraph (k)(2) of this sub-section in lieu of general secondary containment. The facility satisfies the requirements by the inclusion of the equipment in the Plan.

3.14 CONFORMANCE WITH GENERAL REQUIREMENTS [40 CFR 112.8(a)]

The general requirements (40 CFR Part 112.7) for the plan under the regulation have been met.

4.0 SPILL PREVENTION AND COUNTERMEASURE PROCEDURES

Spill prevention and control structures, such as containment structures, are present in oil storage areas at the facility to contain most discharges that could occur. The likelihood of a release is minimized by routine inspections, preventive operating practices such as good maintenance, security measures, and personnel training. However, should a release occur, a protocol has been established to notify appropriate plant management, safety personnel, environmental personnel, and regulatory agencies and to respond to such discharges. Reporting and response procedures are outlined in the sections that follow.

4.1 SPILL (DISCHARGE) REPORTING PROCEDURES [40 CFR 112.7(a)(4)]

Unless you have submitted a response plan under §112.20, provide information and procedures in your Plan to enable a person reporting a discharge as described in §112.1(b) to relate information on the exact address or location and phone number of the facility; the date and time of the discharge; the type of material discharged; estimates of the quantity discharged as described in §112.1(b); the source of the discharge; a description of all affected media; the cause of the discharge; any damages or injuries caused by the discharge; actions being taken to stop, remove and mitigate the effects of the discharge; whether an evacuation may be needed and the names of the individuals and/or organizations who have also been contacted.

The facility is not required to submit a response plan under 112.20; therefore, the following section provides information and procedures for a person reporting a discharge to the appropriate agencies. A description of the "Discharge Response Organization", as well as reporting and recordkeeping requirements is found in the following paragraphs.

DISCHARGE RESPONSE ORGANIZATION

The Discharge Response Coordinator is in charge of all discharge response activities and has the authority and training to mobilize the appropriate personnel and equipment in the event of a discharge. Upon discovery of a discharge, the plant employee(s) will immediately notify the Shift Supervisor. The Shift Supervisor will then call the Discharge Response Coordinator. If the Discharge Response Coordinator is not available, an alternate will be contacted (in the order listed on Table 4).

If necessary, the Discharge Response Coordinator (or alternate) will provide immediate notification and follow-up written reports to the appropriate federal, state, and local agencies. Immediate notification is defined as follows: as soon as a person is available to call without further endangering human life or the environment but in no event, longer than twenty-four (24) hours after the release. Table 4 lists the current key personnel in the discharge response organization.

Public Law 96-510 and Public Law 92-500 require immediate notification of the appropriate agency of the United States Government of a discharge of oil or hazardous substances. "Immediate" means as soon as possible but no later than 24 hours after occurrence.

Chapters 376 or 403, Florida Statutes – the owner or operator having a discharge of petroleum products exceeding 25 gallons on a pervious surface must verbally report such discharge to the Department of Environmental Protection or the State Warning Point.

If there is an immediate or actual emergency, the Discharge Response Coordinator has the full authority needed to complete the activities listed in this Plan.

The Discharge Response Coordinator will be familiar with aspects of the SPCC Plan, which include the following:

- Reporting and response procedures;
- Facility operation and activities;
- Location and characteristics of petroleum products at the facility; and
- Location of discharge response equipment.

Table 4
Discharge Response Coordinator Listing

	POSITION	NAME	TELEPHONE
Primary Coordinator	Facility Manager	Gary Main	(352) 365-1611, x-226
1st Alternate Coordinator	Chief Engineer	Tommy Robertson	(352) 365-1611, x-228
2nd Alternate Coordinator	Maintenance Supervisor	Richard Moyer	(352) 365-1611, x-231

Notification Requirements

- If a discharge poses a threat to human health and/or the environment, the Discharge Response Coordinator will notify the local sheriff, police, fire department, and medical assistance as needed.

- If any discharge exceeds 25 gallons on pervious surface, or 100 gallons outside a containment area, or 500 gallons inside a containment area, the Discharge Response Coordinator will notify the following agencies, and Covanta personnel as described below.

Local Emergency Hotline	911
U.S. EPA National Response Center	(800) 424-8802
Florida Department of Environmental Protection	(904) 413-9911
State Warning Point (24-hours)	(800) 320-0519
or Florida Marine Patrol	(800) 342-5367
Local Emergency Planning	(407)623-1075, ext. 335

Covanta Personnel:

Viet Ta	(727) 919-7671	cell
George Ball-Ilovera	(239) 337 – 2200	

Contact the above corporate personnel in the order listed above until at least one

person is contacted.

- If necessary, the Discharge Response Coordinator will notify the cleanup contractor: Howco Environmental Services at 1-800-435-8467.

- The Management Team listed on page 6 must be notified in all instances.

- The State Warning Point must be notified if any discharged oil reaches the sanitary sewer or stormwater system.

- The National Response Center must be notified if a harmful quantity of oil reaches the sanitary sewer or stormwater system. A harmful quantity is defined by the Environmental Protection Agency (EPA) in 40 CFR 110 and 112, as a discharge which violates applicable water quality standards and/or one which causes a sheen, film, or discoloration of the water surface or adjoining shorelines. It also includes a discharge that may cause a sludge or emulsion to be deposited beneath the water surface or upon adjoining shorelines.

- As required by the Florida Department of Environmental Protection any discharge of more than 25 gallons on a pervious surface must be verbally reported to the State Warning Point 1-(800) 320-0519, even if it does not reach a sanitary or storm water system.

The Discharge Response Coordinator will be prepared to provide the following information:

- Exact facility address and phone number of the facility;
- Date and time of the discharge;
- Type of material discharged;
- An estimate of the quantity of material discharged;
- The source of the discharge;
- A description of the affected media;
- The cause of the discharge;
- Any damages or injuries caused by the discharge;
- Any actions being taken to stop, remove and mitigate the effects of the discharge;
- Whether evacuation is necessary
- Names of individuals/organizations who have also been contacted.

Reports

A follow-up written report will be submitted to the USEPA and FDEP, within 60 days if a single discharge exceeds 1,000 gallons or the facility discharges oil in quantities above 42 gallons in each of two spill events within a 12-month period. The written report will contain, at a minimum, the following information:

1) Facility Name;
2) Owner/Operator's Name;
3) Facility Location;
4) Name and address of registered agent of the owner, if any;
5) Maximum facility storage or handling capacity and normal daily throughput;
6) Corrective actions and countermeasures taken, including repairs or replacements;
7) Facility description, including maps, flow diagrams and topographical maps;
8) Cause(s) of such discharge(s), including a failure analysis of the system or subsystem in which failure occurred;
9) Additional preventive measures taken to minimize the possibility of reoccurrence;
10) Any other information required by the Regional Administrator.

Records

The Discharge Response Coordinator will keep a log of activities during the discharge event including the quantity of oil discharged, recovered, and disposed, itemized expenditures, general assessment of environmental damage, and any other notable events which may occur during the discharge and subsequent response activities. Upon completion of all activities the Discharge Response Coordinator will complete an Incident Report Form (Appendix 5) and prepare a summary of the incident for entry into the SPCC. Copies of the completed Incident Report Form will be submitted to the Environmental Engineer within 24 hours of the incident and maintained in facility central files.

4.2 SPILL (DISCHARGE) RESPONSE PROCEDURES [40 CFR 112.7(a)(5)]

Unless you have submitted a response plan under §112.20, organize portions of the Plan describing procedures you will use when a discharge occurs in a way that will make them readily usable in an emergency, and include appropriate supporting material as appendices.

In the event of a discharge, the following procedures will be followed.

Response Procedures

- The employee(s) discovering the discharge will immediately **stop work and turn off any equipment in the affected area.**
- The employee(s) will **report the discharge to the Control Room or supervisor and evacuate to a safe area.**
- The Shift Supervisor will **contact the Discharge Response Coordinator**. If the Primary Coordinator is not available, an alternate will be contacted (in the order **listed in Table 4**).

- If the Discharge Response Coordinator is not on the facility site (nights, weekends, holidays), the Shift Supervisor assumes the role of Discharge Response Coordinator.

- The Discharge Response Coordinator will designate an assistant, if necessary.

- The Discharge Response Coordinator or designee will **proceed to the discharge area and set up a perimeter.** If necessary, assistance from outside agencies will be requested.

- Upon arrival, the Discharge Response Coordinator will **assess the nature and extent of the release and the potential threat to human health and/or the environment.**

- As necessary, the Discharge Response Coordinator will evacuate personnel, notify local authorities (911), and advise if area control or evacuation of the surrounding area is recommended, and contact medical assistance.

- The Discharge Response Coordinator will take immediate action to **control the discharge and to contain it within the Facility property line.**

  - A summary of discharge control equipment may be found in Table 5.

Table 5
Summary of Discharge Control Equipment

The following equipment is maintained to contain and control discharges or leaks.

	EQUIPMENT	LOCATION
	Fire Extinguishers (Type ABC)	Plantwide
	Fire Hydrants	Plantwide
	Sand	Fire Water Storage Tank Area
	Mobile Equipment	Tipping Floor
	Portable radios	Control Room
	Telephone	Administrative Area
	Public Address System	Plantwide
	Absorbents	Compressor Aisle
	First Aid Kits	Control Room
	Safety Shower	Plantwide
	Eye Wash	Plantwide

- Upon containment and control of the release, the Discharge Response Coordinator will **direct clean-up of the area.**

- To the extent feasible, the discharge material will be recovered and reclaimed or properly disposed. Materials such as absorbents and contaminated soil and water

will be disposed of appropriately.

- The Discharge Response Coordinator will keep a log of activities during the discharge event including the nature and extent of the discharge, the response actions, any outside assistance; the quantity and disposition of discharge materials, an assessment of environmental damage, and any contact with regulatory agencies.

- The Discharge Response Coordinator or their alternate is also responsible for completing the Notification requirements specified in Section 4.1, and Follow-up Actions listed below.

Follow-up Actions

- Return all response equipment and materials to their proper location and status.

- Review the discharge event, determine the cause of the release and take actions to prevent a recurrence under similar circumstances.

5.0 DISCHARGE PREVENTION MEASURES

5.1 DRAINAGE CONTROL [112.8(b)]

Drainage from Diked Storage Areas [112.8(b)(1)]

Restrain drainage from dikes storage areas by valves to prevent a discharge into the drainage system or facility effluent treatment system, except where facility systems are designed to control such discharge. You may empty diked areas by pumps or ejectors; however, you must manually activate these pumps or ejectors and must inspect the condition of the accumulation before starting, to ensure no oil will be discharged.

This section is not applicable, as the diked storage area does not have drain valves. Any liquid is removed by portable pump.

Valves Used on Diked Storage Areas [112.8(b)(2)]

Use valves of manual, open-and-closed design, for the drainage of diked areas. You may not use flapper-type drain valves to drain diked areas. If your facility drainage drains directly into a watercourse and not into an on-site wastewater treatment plant, you must inspect and may drain uncontaminated retained stormwater, as provided in paragraphs (c)(3)(ii), (iii), and (iv) of this section

This section is not applicable, as the diked storage area does not have drain valves.

Plant Drainage Systems from Undiked Areas [112.8(b)(3)]

Design facility drainage systems from undiked areas with a potential for a discharge (such as where piping is located outside containment walls or where tank truck discharges may occur outside the loading area) to flow into ponds, lagoons or catchment basins designed to retain oil or return it to the facility. You must not locate catchment basins in areas subject to periodic flooding.

All areas of the facility subject to fuel oil storage are diked or flow to containment basins.

Final Discharge of Drainage [112.8(b)(4)]

If facility drainage is not engineered as in paragraph (b)(3) of this section, equip the final discharge of all ditches inside the facility with a diversion system that would, in the event of an uncontrolled discharge, retain oil in the facility.

All storage areas are diked or flow to catchment basins as previously described. However, **in the event of an unanticipated release that escapes containment, the ditch leading to the percolation or stormwater ponds will be dammed using the facility front-end loader and sand stored on-site to prevent oil from spreading and to facilitate cleanup.**

Facility Drainage Systems and Equipment [112.8(b)(5)]

Where drainage waters are treated in more than one treatment unit and such treatment is continuous, and pump transfer is needed, provide two "lift" pumps and permanently install at least one of the pumps. Whatever techniques you use, you must engineer facility drainage systems to prevent a discharge as described in §112.1(b) in case there is an equipment failure or human error at the facility.

No drainage waters are treated at this facility.

5.2 BULK STORAGE CONTAINERS [40 CFR 112.7(8)(c)]

Container Compatibility with Contents [112.8(c)(1)]

Not use a container for the storage of oil unless its material and construction are compatible with the material stored and conditions of storage such as pressure and temperature.

Bulk storage containers, listed in Table 1, are constructed of appropriate materials for the storage contents and conditions of storage.

Diked Area Construction and Containment Volumes [112.8(c)(2)]

Construct all bulk storage container installations so that you provide a secondary means of containment for the entire capacity of the largest single container and sufficient freeboard to contain precipitation. You must ensure that diked areas are sufficiently impervious to contain discharged oil. Dikes, containment curbs, and pits are commonly employed for this purpose. You may also use an alternative system consisting of a drainage trench enclosure that must be arranged so that any discharge will terminate and be safely confined in a facility catchment basin or holding pond.

Secondary containment is provided for bulk storage containers as listed on Table 1. The containment provided for each storage container or group of containers is of sufficient volume to contain the volume of each container or the largest in the group of containers; except the containment for the vehicular diesel fuel tank.

The containment area for the vehicular diesel fuel tank is capable of holding the volume of the tank plus precipitation from a storm event of 6". In the event of tank failure with a rain event that exceeds this value, overflow will be contained in the stormwater ponds. **Following a significant storm event, facility personnel will remove water in this containment area as soon as possible to preserve containment capacity.**

Secondary containment calculations for diked storage areas are provided as Appendix 1.

Diked Area, Inspection and Drainage of Rainwater [112.8(c)(3)]

Not allow drainage of uncontaminated rainwater from the diked area into a storm drain or discharge of an effluent into an open water course, lake, or pond, bypassing the facility treatment system unless you:

- *(i) Normally keep the bypass valve sealed closed.*
- *(ii) Inspect the retained rainwater to ensure that its presence will not cause a discharge as described in §112.1(b);*
- *(iii) Open the bypass valve and reseal it following drainage under responsible supervision.*
- *(iv) Keep adequate records of such events, for example any records required under permits issued in accordance with §§122.41(j)(2) and 122.41(m)(3) of this chapter.*

The diesel fuel oil concrete containment dike does not have a drain valve. A portable pump will be used to remove uncontaminated rainwater from the dike.

Should the rainwater in the fuel oil dike appear contaminated, oil will be removed by using absorbent material, which will be removed from the containment and processed through the combustors.

Appendix 2 Drainage Discharge Report Form will be completed each time the contaminated rainwater in the containment area is removed.

Corrosion Protection of Buried Metallic Storage Tanks [112.8(c)(4)]

Protect any completely buried metallic storage tank installed on or after January 10, 1974 from corrosion by coatings or cathodic protection compatible with local soil conditions. You must regularly leak test such completely buried metallic storage tanks.

There are no buried metallic storage tanks at the facility; therefore, this section is not applicable.

Corrosion Protection of Partially Buried Metallic Tanks [112.8(c)(5)]

Not use partially buried metallic or bunkered metallic tanks for the storage of oil, unless you protect the buried section of the tank from corrosion. You must protect partially buried and bunkered tanks from corrosion by coatings or cathodic protection compatible with local soil conditions.

There are no partially buried tanks at the facility; therefore, this section is not applicable.

Periodic Integrity Testing of Aboveground Containers [112.8(c)(6)]

Test or inspect each aboveground container for integrity on a regular schedule and whenever you make material repairs. You must determine, in accordance with industry standards, the appropriate qualifications for personnel performing tests and inspections, the frequency and type of testing and inspections, which take into account container size, configuration, and design (such as containers that are: shop-built, field-erected, skid-mounted, elevated, equipped with a liner, double-walled, or partially buried). Examples of these integrity tests include, but are not limited to: visual inspection, hydrostatic testing, radiographic testing, ultrasonic testing, acoustic emissions testing, or other systems of non-destructive testing. You must keep comparison records and you must also inspect the container's supports and foundations. In addition, you must frequently inspect the outside of the container for signs of deterioration, discharges, or accumulation of oil inside diked areas. Records of inspections and tests kept under usual and customary business practices satisfy the recordkeeping requirements of this paragraph.

The smaller, shop-built containers (such as the diesel storage tank and the diesel engine day tank) for which there is no contact with the ground, pose minimal risk of internal corrosion and failure. As such, these tanks will receive random ultrasonic thickness (UT) testing on a five-year interval and will be visually inspected at least on a monthly basis. 55-gallon drums will be visually inspected at least monthly, but no integrity testing will be performed.

Any time that major repairs are made to any bulk storage tank (removal or replacing annular plate ring, jacking the container shell, installation of a 12" or larger nozzle, etc.) additional integrity testing will be performed.

Electrical, operating and manufacturing equipment (such as transformers, turbine hydraulic oil reservoirs, stoker hydraulic oil reservoirs, etc.) are not bulk storage

containers, and as such are not subject to integrity test requirements. However, visual inspection of these types of equipment will be conducted at least monthly.

All fuel and petroleum storage tanks are visually inspected weekly as part of the inspection of all facility tanks. Items such as valves, fittings, piping, gaskets and general tank condition are inspected. The records are maintained at the facility.

Control of Leakage through Internal Heating Coils [112.8(c)(7)]

Control leakage through defective internal heating coils by monitoring the steam return and exhaust lines for contamination from internal heating coils that discharge into an open watercourse, or pass the steam return or exhaust lines through a settling tank, skimmer, or other separation or retention system.

There are no petroleum storage containers that use internal heating coils at the facility; therefore, this section is not applicable.

Fail-Safe Engineering Container Installations [112.8(c)(8)]

Engineer or update each container installation in accordance with good engineering practices to avoid discharges. You must provide at least one of the following devices:

(i) *High liquid level alarms with an audible or visual signal at a constantly attended operation or surveillance station. In smaller facilities an audible air vent may suffice.*

(ii) *High liquid-level pump cutoff devices set to stop flow at a predetermined container content level.*

(iii) *Direct audible or code signal communication between the container gauger and the pumping station.*

(iv) *A fast response system for determining the liquid level of each bulk storage container such as digital computers, telepulse, or direct vision gauges. If you use this alternative, a person must be present to monitor gauges and the overall filling of bulk storage containers.*

(v) *You must regularly test liquid level sensing devices to ensure proper operation.*

The aboveground fuel oil storage tank is equipped with a high liquid level pump cut-off device to stop flow out of the hose as the container being filled approaches full.

Observation of Water Treatment Facilities for Oil Contaminated Discharge [112.8(c)(9)]

Observe effluent treatment facilities frequently enough to detect possible system upsets that could cause a discharge as described in §112.1(b).

The percolation ponds and the stormwater ponds are visually inspected at least monthly for surface oil.

Visible Oil Leak Corrections from Container Seams and Gaskets [112.8(c)(10)]

Promptly correct visible discharges which result in a loss of oil from the container, including but not limited to seams, gaskets, piping, pumps, valves, rivets, and bolts. You must promptly remove any accumulations of oil in diked areas.

As part of daily, weekly and monthly walkdowns, items such as valves, fittings, piping, gaskets and general tank condition are visually inspected. All visible oil leaks are promptly isolated and cleaned. Absorbent material is used to initially absorb any pooled material. All absorbent material is then disposed of through the combustors. All diked areas are then cleaned using a commercially available degreasing compound. Cleanup materials are disposed through the combustors.

Appropriate Positioning of Mobile or Portable Oil Storage Containers [112.8(c)(11)]

Position or locate mobile or portable oil storage containers to prevent a discharge as described in §112.1(b). You must furnish a secondary means of containment, such as a dike or catchment basin, sufficient to contain the capacity of the largest single compartment or container with sufficient freeboard to contain precipitation.

There is a temporary tank filled with diesel fuel for use during outages. The tank is emptied after outages. While in use, the tank is placed in a portable containment catch basin.

5.3 FACILITY TRANSFER OPERATIONS [40 CFR 112.8(d)]

Buried Piping Installation Protection and Examination [40 CFR 112.8(d)(1)]

Provide buried piping that is installed or replaced on or after August 16, 2002, with a protective wrapping and coating. You must also cathodically protect such buried piping installations or otherwise satisfy the corrosion protection standards for piping in 40 CFR Part 280 or a State program approved under Part 281. If a section of buried line is exposed for any reason, you must carefully inspect it for deterioration. If you find corrosion damage, you must undertake additional examination and corrective action as indicated by the magnitude of the damage.

This section is not applicable as there is no buried piping at the facility.

Not-in-service and Standby Service Terminal Connections [40 CFR 112.8(d)(2)]

Cap or blank-flange the terminal connection at the transfer point and mark it as to origin when piping is not in service or is in standby service for an extended time.

The facility does not have "not-in-service" or standby service terminal connections; therefore, this section is not applicable.

Pipe Supports Design [40 CFR 112.8(d)(3)]

Properly design pipe supports to minimize abrasion and corrosion and allow for expansion and contraction.

Oil piping is associated with the Stoker hydraulic system and the Turbine lube system. All piping supports were designed per applicable code at the time of installation to minimize abrasion and corrosion. Supports are inspected as part of piping system inspections.

Aboveground Valve and Piping Examination [40 CFR 112.8(d)(4)]

Regularly inspect all aboveground valves, piping and appurtenances. During the inspection you must assess the general condition of items, such as flange joints, expansion joints, valve glands and bodies, catch pans, pipeline supports, locking of valves, and metal surfaces. You must also conduct integrity and leak testing of buried piping at the time of installation, modification, construction, relocation or replacement.

Aboveground piping associated with the oil system is located at the turbine generator area, and at the refuse boiler burner area.

Whenever the fuel oil system **is not** operating, all aboveground piping associated with the fuel oil pump station is inspected weekly as a part of the Covanta Lake, Inc. storage tank inspection procedure. Whenever the fuel oil systems are in operation, all piping is inspected as part of the Auxiliary Operator's normal plant inspection, which occur at least once per shift.

Aboveground Piping Protection from Vehicular Traffic [40 CFR 112.8(d)(5)]

Warn all vehicles entering the facility to be sure that no vehicle will endanger aboveground piping or other oil transfer operations.

This facility has no aboveground piping that crosses any vehicular pathway; therefore, this section is not applicable.

5.4 OTHER SECTIONS [40 CFR 112.9, 112.10, 112.11, 112.12, and 112.15]

These sections are not applicable to this facility.

6.0 SUBSTANTIAL HARM CRITERIA CHECKLIST 112.20(e)

Section 112.20(e) of the facility response plan regulation requires that all facilities regulated by the Oil Pollution Prevention regulation (40 CFR 112), conduct an initial screening to determine whether they are required to develop a facility response plan. The criteria in this checklist can be found in 40 CFR 112.20(f)(1).

The federal regulations provide an "Applicability of Substantial Harm Criteria Checklist" in 40 CFR 112.20(f)(1). Based upon the completion of this checklist, it has been found that the facility is not required to prepare a facility response plan pursuant to 112.20(e). A copy of the completed "Applicability of Substantial Harm Criteria Checklist" and an associated certification is found in Appendix 4 of this SPCC Plan.

7.0 RECOMMENDED DISCHARGE CONTROL IMPROVEMENTS

There have been no discharge control improvements recommended.

APPENDIX 1

SECONDARY CONTAINMENT CALCULATIONS FOR DIKED STORAGE AREAS
Containment Area Calculation

Area ID Name/Number: Stoker Hydraulic System
Dike Specifications:
L = Length (in) = 108 "
W = Width (in) = 92.5"
H= Height of wall (in) = 12.5"

FB = Freeboard (ft) = N/A inside installation

Required Dike Volume = volume of largest tank
= 180 gallons x 0.1337 cu.ft/gal
= 24.07 cu.ft.

1. Total Dike Volume = L x W x H
= 72.27 cu. ft.

2. Displacement Area due to tanks (if there is more than one tank in containment)
= N/A Area of other tanks (sq. ft)

3. Available Dike Area = (Total Dike Area) - (Displacement Area of Tanks)

4. Available Dike Height = (Height of Wall) - (Freeboard)

5. Available Dike Volume = (Available Dike Area) x (Available Dike Height)
= 72.27 cu. ft.

6. The "Available Dike Volume" is greater than the "Required Dike Volume. As such, the containment volume available is sufficient to hold the largest tank. **(72.27 > 24.07)**

APPENDIX 1

SECONDARY CONTAINMENT CALCULATIONS FOR DIKED STORAGE AREAS

Containment Area Calculation

Area ID Name/Number: **Turbine Lube Reservoir**

Dike Specifications:

L = Length (in) = 144"
W = Width (in) = 156"
H= Height of wall (in) = 24.5"

FB = Freeboard (ft) = N/A Inside installation

Required Dike Volume = 1000 gal (volume of largest tank)
= gallons x 0.1337 cu.ft/gal
= 133.7 cu.ft.

1. Total Dike Volume = L x W x H
= 319 cu. ft.

2. Displacement Area due to tanks (if there is more than one tank in containment)
= 0

3. Available Dike Area = (Total Dike Area) - (Displacement Area of Tanks)
=

4. Available Dike Height = (Height of Wall) - (Freeboard)
=

5. Available Dike Volume = (Available Dike Area) x (Available Dike Height)
= 319 cu. ft.

6. The "Available Dike Volume" is greater than the "Required Dike Volume. As such, the containment volume available is sufficient to hold the largest tank. **(319 cu. ft. > 133.7 cu. ft.)**

APPENDIX 1

SECONDARY CONTAINMENT CALCULATIONS
Containment Area Calculation

Area ID Name/Number: Vehicular Diesel Oil Storage

Dike Specifications:

L = Length (in) = 125.5"
W = Width (in) = 55"
H= Height of wall (in) = 24"

FB = Freeboard (in) = 6"
(This value is less than that of the 25-year, 24-hour storm event, but is consistent with typical industry practice at the time of installation

Required Dike Volume = 530 volume of largest tank
= 530 gallons x 0.1337 cu.ft/gal
= 70.86 cu.ft.

1. Total Containment Area = W x L

= 47.93 sq ft

2. Displacement Area due to tanks (if there is more than one tank in containment)
= 0

3. Available Containment Area = (Total Containment) - (displaced area)
= 47.93 sq ft

4. Available Dike Height = (Height of Wall) - (Freeboard)
= 2 - 0.5 = 1.5 ft

5. Available Containment Volume = A x H
= 71.9 cu ft

6. The "Available Containment Volume" is greater than the "Required Dike Volume. As such, the containment volume available is sufficient to hold the largest tank. **(71.9 cu ft. > 70.86 cu ft.)**

APPENDIX 1

SECONDARY CONTAINMENT CALCULATIONS FOR DIKED STORAGE AREAS
Containment Area Calculation

Area ID Name/Number: **Fire pump Diesel Oil Storage**

Dike Specifications:

L = Length (in) = 61"
W = Width (in) = 49"
H= Height of wall (in) = 23"

FB = Freeboard (ft) = NA (inside building)

Required Dike Volume = 288 (volume of largest tank)
= 288 gallons x 0.1337 cu.ft/gal
= 38.5 cu.ft.

1. Total Dike volume = (L x W x H)
= 39.78 cu. ft.

2. Displacement Area due to tanks (if there is more than one tank in containment)
= ()

3. Available Dike Area = (Total Dike Area) - (Displacement Area of Tanks)
=

4. Available Dike Height = (Height of Wall) - (Freeboard)
=

5. Available Dike Volume = 39.78 cu. ft.

6. The "Available Dike Volume" is greater than the "Required Dike Volume. As such, the containment volume available is sufficient to hold the largest tank. **(39.78 cu. ft. > 38.5 cu. ft.)**

APPENDIX 1

SECONDARY CONTAINMENT CALCULATIONS FOR DIKED STORAGE AREAS
Containment Area Calculation

Area ID Name/Number: **55-gallon drums Oil Storage**

Dike Specifications:

L = Length (in) = 270"
W = Width (in) = 60"
H= Height of wall (in) = 7"

FB = Freeboard (ft) = NA (inside building)

Required Dike Volume = 55 (volume of largest tank)
= 55 gallons x 0.1337 cu.ft/gal
= 7.35 cu.ft.

1. Total Dike volume = (L x W x H)
= 65.63 cu. ft.

2. Displacement Area due to tanks (if there is more than one tank in containment)
= 0

3. Available Dike Area = (Total Dike Area) - (Displacement Area of Tanks)
=

4. Available Dike Height = (Height of Wall) - (Freeboard)
=

5. Available Dike Volume = 65.63 cu. ft.

6. The "Available Dike Volume" is greater than the "Required Dike Volume. As such, the containment volume available is sufficient to hold the largest tank. **(65.63 cu. ft. > 7.35 cu. ft.)**

APPENDIX 2

Covanta Lake, Inc.

DRAINAGE DISCHARGE REPORT FORM

Complete whenever contaminated stormwater was pump-out of a containment

Operator Name:	Area Designation:
Date and Time pump-out started in containment area or undiked area sump:	
Date and Time pump-out stopped in containment area or undiked area sump:	
Appearance of water at time of pumping or discharge: If water has	
	Signature of Operator

1. Return completed form to Chief Engineer
2. Maintain on file with SPCC plan monthly inspections

APPENDIX 3
Covanta Lake, Inc.
Monthly Facility Inspection Report

Complete one form for each container during the formal monthly inspection
Maintain on file with SPCC plan

Date: Time: Inspector:	Satisfactory	Not Applicable	Repair or Adjustment Required	See Comments
I. GENERAL				
A. SECURITY				
1. Fences and gates are intact.				
2. Gates have locks				
3. Master flow and drain valves locked when not in use				
4. Starter controls for pumps locked when not in use				
5. Lighting is working properly				
B. TRUCK LOADING/ UNLOADING AREA				
1. No standing water in unloading area				
2. Warning signs posted				
3. No leaks in hoses				
4. Drip pans are not overflowing				
5. Catch basins are contamination-free				
6. Containment curbing or trenches are intact				
7. Connections are capped or blank-flanged				
C. DRAINAGE				
1. No noticeable oil sheen in runoff				
2. Containment area drainage valves are closed & locked				
3. Oil/water separator systems work properly				
4. Oil/water separator oil compartment free of oil				
5. Effluent from oil/water separator inspected				
6. No visible oil sheen in containment area				
7. No standing water in containment area				
8. Block valve in working order				
D. PIPELINES				
1. No signs of corrosion damage to pipelines or supports				
2. Buried pipelines are not exposed				
3. Out-of-service pipes are capped				
4. Signs/barriers to protect pipelines from vehicles intact.				
5. Valves, flanges and gaskets are leak-free				
E. TRAINING				
1. Annual training records are in order				
2. Discharge prevention briefings are held				
F. MISCELLANEOUS				
1. Spill Kit inventory replenished (monthly)				
G. RECOMMENDATIONS:				

H. ABOVEGROUND STORAGE TANKS - GENERAL INFORMATION				
Date Time Inspector	Location			
	Container ID Number:			
	Capacity (gallons)			
	Height		Liquid Level	
	Diameter		Temperature	
I. ABOVEGROUND STORAGE TANKS	**Satisfactory**	**Not Applicable**	**Repair or Adjustment Required**	**See Comments**
1. Container checked for signs of leakage				
2. Ground surfaces checked for signs of leakage				
3. Container condition good (no rusting, corrosion, pitting)				
4. Bolts, rivets or seams are not damaged				
5. Container foundation intact				
6. Level gauges and alarms working properly				
7. Are alarms tested to verify proper functioning?				
8. Are remote and site gauges working?				
9. Vents are not obstructed				
10. Valves, flanges and gaskets are leak-free				
11. Containment walls are intact				
12. Conduct leak tests (confirm frequency)				
13. Internal heating coils checked for leakage				
14. Is weather stripping or flashing tight against shell				
15. Are any pieces missing or (Photo No.___) require repairs? If so, how many?				
16. Describe general appearance of hoses and piping				
17. Is aboveground piping free of leaks				
18. Does the roof ladder appear to roll easily?				
19. Does the roof ladder appear to need repairs?				
20. Is the roof free of oil and water? If not, indicate the percent coverage of each liquid and depth at worst location on attached drawing (Page 3).				
21. Note general appearance of paint on shell, roof, ladder and structural members				
22. Are all insulating flange washers and sleeves in place? If missing, cracked or broken, explain where and describe repairs that are needed.				
23. Are all ground and/or anode straps in place? If missing or damaged, indicate locations on drawings and explain the repairs that are needed				
J. Other Observations				
Describe any damaged areas or problem areas.				

APPENDIX 4

CERTIFICATION OF THE APPLICABILITY OF SUBSTANTIAL HARM CRITERIA

Section 112.20(e) of the facility response plan regulation requires that all facilities regulated by the Oil Pollution Prevention regulation (40 CFR 112), conduct an initial screening to determine whether they are required to develop a facility response plan. The criteria in this checklist can be found in 40 CFR 112.20(f)(1). Facilities should include this form with their SPCC plan.

Facility Name: Covanta Lake, Inc.
Facility Address: 3830 Rogers Industrial Park Road, Okahumpka, FL.

		Yes	No
1.	Does the facility transfer oil over water to or from vessels, and does the facility have a total oil storage capacity greater than or equal to 42,000 gallons?		XX
2.	Does the facility have a total oil storage capacity greater than or equal to one million gallons, and does the facility lack secondary containment that is sufficiently large to contain the capacity of the largest aboveground oil storage tank plus sufficient freeboard to allow for precipitation within any aboveground oil storage tank area?		XX
3.	Does the facility have a total oil storage capacity greater than or equal to one million gallons, and is the facility located at a distance (as calculated using the appropriate formula in Attachment C-III to this appendix or a comparable formula {1}) such that a discharge from the facility could cause injury to fish and wildlife and sensitive environments? For further description of fish and wildlife and sensitive environments, see Appendices I, II, and III to DOC/NOAA's "Guidance for Facility and Vessel Response Plans: Fish and Wildlife and Sensitive Environments" (see Title 40 Part 112 Appendix E to this part, section 13, for availability) and the applicable Area Contingency Plan.		XX
4.	Does the facility have a total oil storage capacity greater than or equal to one million gallons and is the facility located at a distance (as calculated using the appropriate formula in Attachment C-III to this appendix or a comparable formula {1}) such that a discharge from the facility would shut down a public drinking water intake {2}?		XX
5.	Does the facility have a total oil storage capacity greater than or equal to 1 million gallons and has the facility experienced a reportable oil discharge in an amount greater than or equal to 10,000 gallons within the last 5 years?		XX

Notes:

{1} If a comparable formula is used documentation of the reliability and analytical soundness of the comparable formula must be attached to this form.

{2} For the purposes of 40 CFR part 112, public drinking water intakes are analogous to public water systems as described at 40 CFR 143.2(c).

CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Name (please type or print) Gary Main Signature [signature]

Title Facility Manager Date 2/20/03

APPENDIX 5

ENVIRONMENTAL INCIDENT REPORT FORM

Covanta Lake, Inc.
3830 Rogers Industrial Park Road
Okahumpka, FL

Date/Time of Incident: _____

Type of Material Discharged: Fuel Oil, Lubricating Oil, Used Oil, Other _____

Estimated Quantity Discharged: _____

Source of Discharge: _____

Cause of Discharge: _____

_____

_____

Actions Taken to Stop/Control Discharge: (attach additional pages as necessary) _____

_____

_____

Was Discharge Contained Completely On-Site? If No, explain. _____

_____

Names of Personnel Contacted: _____

_____

Name: _____ Signature: _____

NOTE: Hand deliver or FAX a copy to Environmental Engineer ASAP.

APPENDIX 6

NOTIFICATION FORM
FOR REPORTABLE SPILL EVENTS

The Discharge Response Coordinator will complete the following form to be prepared to provide the following information to appropriate agencies when reporting a discharge.

Facility Name: Covanta Lake, Inc.
Facility Address: 3830 Rogers Industrial Park Road Okahumpka, FL 34762
Facility Phone Number: (352) 365-1611
Person Reporting Discharge
Date and time of the discharge
Type of material discharged
Estimate of the quantity of material discharged
Source of the discharge
Description of all affected media
Cause of the discharge
Any damages or injuries caused by the discharge
Any actions being taken to stop, remove and mitigate the effects of the discharge
Whether evacuation is necessary
Names of individuals/organizations who have also been contacted

NOTE: Hand deliver or FAX a copy to Environmental Engineer ASAP.

Covanta Lake, Inc.

Fire and General Emergency Plan

Revision 3/8/07

Fire and General Emergencies
Index

Fire and General Emergencies

1.0 Introduction

This general operation outlines the procedures to be followed by Covanta Lake personnel in the case of fire and general emergencies. During any such emergency, personnel must react quickly and decisively to the situation, while remaining calm, thus minimizing potential damage and/or injury and enabling the resumption of normal plant operations.

NOTE: Each operations shift is to assign one (1) member of the crew to function as the fire pump operator and one (1) member to function as the sprinkler valve operator.

2.0 General Emergency Procedures

2.1 All Plant Personnel

IMMEDIATELY report all emergencies to the control room. If the emergency is a fire, the first action is to pull the nearest fire alarm station, and then call the control room. Remain calm and report as follows:

NOTE: IN THE EVENT OF A FIRE, DO NOT USE THE ELEVATOR.

2.1.1 Give your name and location.

2.1.2 State the type of emergency (chemical spill, oil spill, heart attack, refuse pit fire, electrical fire, etc.).

2.1.3 State the magnitude of the fire or seriousness of the emergency.

2.1.4 Verify that the shift engineer has copied and understood your communication.

2.2 Shift Engineer Actions

2.2.1 Sound the fire alarm (if fire emergency and the alarm has not already been sounded). Leave the alarm in operation until directed to secure it.

2.2.2 Announce the emergency over the PA. Make three (3) announcements, approximately twenty (20) seconds apart.

2.2.3 Call the Fire Department.

2.2.4 When the emergency is a fire in the refuse area, immediately stop all trucks from entering the tipping floor.

2.2.5 Notify the Chief Engineer/Facility Manager. Corporate notification will be made at the discretion of the Regional Manager.

2.2.6 Remain in the control room to coordinate emergency actions and operate the units.

2.3 Shift Supervisor, Assistant Shift Engineer, and Auxiliary Operator Actions

2.3.1 Immediately proceed to the location of the emergency.

2.3.2 Render assistance as required. If the emergency is a fire, the Assistant Shift Engineer and Auxiliary Operator will be directed to assume the duties of the fire pump operator or sprinkler valve operator as necessary. During normal operating hours, maintenance department personnel will assume these duties.

2.3.3 Keep the Shift Engineer informed as to the condition and additional assistance required.

2.4 Crane Operator Actions

2.4.1 Remain at duty station.

2.4.2 Carry out emergency instructions as directed.

2.5 Maintenance and Administrative Personnel Actions

2.5.1 Should the emergency be a fire, evacuate the building and report to the parking lot west of the administration building.

2.5.2 Remain in the parking lot. Do not re-enter the building unless directed.

2.6 Maintenance Supervisor Actions

2.6.1 Report to the parking lot with a radio and stand by for instructions.

2.6.2 Conduct a head count of all personnel, and report personnel accounted for or missing to the shift engineer.

2.6.3 Carry out emergency instructions as directed by the Shift Supervisor or Shift Engineer.

2.7 Fire Pump Operator Actions

2.7.1 Immediately proceed to the location of the emergency.

2.7.2 Render assistance as required.

2.7.3 Should the emergency be a fire, report to the fire pump house.

2.7.4 Verify that the diesel fire pump is running.

2.7.5 Report the fire pump running and the fire system pressure to the Shift Engineer.

2.7.6 Remain at the fire pump house monitoring fire pump operation until the fire is out, and the Shift Engineer directs the pump shutdown.

2.8 Sprinkler Control Valve Operator Actions

2.8.1 Immediately proceed to the location of the emergency.

2.8.2 Render assistance as required.

2.8.3 Should the emergency be a fire, report to the location of the sprinkler control valve for the sprinkler system which serves the area in which the fire is located.

2.8.4 Ensure that sprinkler system valve alignment is correct and report the status to the Shift Engineer.

2.8.5 Remain at this location, monitoring system pressure, and operate sprinkler control valves as directed by the Shift Engineer.

NOTE: The Fire Department is to be notified for ALL reported fires. If we are successful in extinguishing the fire before the Fire Department arrives, call and cancel the original alarm. In any case, one (1) truck will arrive.

3.0 Pit Fires

3.1 Crane Operator Actions

3.1.1 Notify the Shift Engineer of the situation.

3.1.2 Move the cranes to the end maintenance bays, or clear of the fire hazard, and park them.

3.1.3 Do not move or disturb refuse in the vicinity of the fire until directed to do so.

3.1.4 A smoldering fire is not to be disturbed unless the water cannons are manned.

3.2 Shift Engineer Actions

3.2.1 Sound the alarm over the PA system.

3.2.2 Call the Fire Department when any fire is reported.

3.2.3 Instruct the Scalehouse Operator to close the scales and to assist with clearing trucks from the tipping floor. Have the tipping floor doors closed, but have a person standing by to open the west tipping floor door for the fire trucks, if necessary. Send a person to the tipping

floor entrance drive to direct fire equipment to the location of the fire.

3.2.4 If after regular hours, the Shift Engineer is to immediately open the plant entrance/exit gate. Send a person to the gate area to direct fire equipment.

3.2.5 Reduce boiler loads to a minimum, then close the feedchute dampers when the feedchute low level alarm activates.

3.2.6 Notify the Chief Engineer and Facility Manager. Corporate notification will be made at the discretion of the Regional Manager.

3.3 Shift Supervisor, Assistant Shift Engineer, and Auxiliary Operator Actions

3.3.1 Don self contained breathing apparatus and proceed to man the water cannons.

3.3.2 Keep the Shift Engineer informed as to conditions, and additional assistance required.

3.3.3 Follow all instructions of the Fire Department relative to fighting the fire. The Fire Department Commander is in charge of fire fighting. The Shift Supervisor will remain in charge of operation of the plant, but will cooperate with the Fire Department Commander in fighting the fire.

3.4 Fire Pump Operator Actions

3.4.1 Report to the fire pump house.

3.4.2 Verify that the diesel fire pump is running.

3.4.3 Report the fire pump running and the fire system pressure to the Shift Engineer.

3.4.4 Remain at the fire pump house monitoring fire pump operation until the fire is out, and the Shift Engineer directs the pump shutdown.

3.5 Sprinkler Control Valve Operator Actions

3.5.1 Report to the location of the refuse pit sprinkler control valve.

3.5.2 Ensure that sprinkler system valve alignment is correct and report the status to the Shift Engineer.

3.5.3 Remain at this location, monitoring system pressure, and operate sprinkler control valves as directed by the Shift Engineer.

4.0 Returning the Plant to Normal

4.1 Shift Supervisor Actions

4.1.1 Instruct the crane operator to resume feeding refuse to the stokers. **THE BURN AREA IS TO BE PICKED FIRST.**

4.1.2 Man a water cannon as necessary to prevent the fire from reflashing.

4.1.3 When the feedchute level is sufficient to seal the boiler, instruct the Shift Engineer to begin restoring the boiler loads to normal.

4.1.4 When all traces of burned material have been fed to the units, direct the scales to be reopened.

4.1.5 Order the fire pump shutdown and the jockey pump started.

4.1.6 Survey the equipment used during fire fighting, and order fire extinguishers and breathing air bottles replaced, fire hoses dried and properly stowed, etc.

4.1.7 Maintain a fire watch as directed by the Fire Chief, but in no event less than two (2) hours.

5.0 Fire Protection Equipment Locations

5.1 Portable Fire Extinguishers (See Attachment #1)

5.2 Hose Reel Stations (See Attachment #2)

5.3 Sprinkler System Root Valves (See Attachment #3)

5.4 Fire Hydrants (See Attachment #4)

5.5 Fire Department Connections (See Attachment #5)

5.6 Fire Alarm Pull Boxes (See Attachment #6)

COVANTA
ENERGY
for a cleaner world

CRISIS MANAGEMENT PLAN

Covanta Holding Corporation

May 2011

Primary Contact

US Domestic	Asia	Europe
John Klett	John Shenk	Malcolm Chilton
Work Phone: 862-345-5305	Work Phone: 86-21-5010-1815	Work Phone: 44-1-384-408901
Home Phone: 973-927-9028	Home Phone: 86-21-5820-5962	Home:
Cell Phone: 201-826-7910	Cell phone: 86-135-0186-8238	Cell Phone:
	John Klett	John Klett
	Work Phone: 862-345-5305	Work Phone: 862-345-5305
	Home Phone: 973-927-9028	Home: 973-927-9028
	Cell Phone: 201-826-7910	Cell Phone: 201-826-7910

Secondary Contact

US Domestic	Asia	Europe
Seth Myones	Hangyan Qu	TBD
Work Phone: 862-345-5037	Work Phone: 86-21-5010-1822	Work Phone:
Home Phone: 201-251-0513	Home Phone: NONE	Home Phone:
Cell Phone: 201-960-0415	Cell phone: 86-137-6412-0999	Cell Phone:

Table of Contents

1.0 Introduction

This Crisis Management Plan (CMP) is part of a program Covanta developed to ensure that the corporation responds, on a global basis, in a timely and effective way to major incidents posing significant risks to the safety of its people, to the success of its operations, and to the integrity of its reputation.

Within the overall program, this plan sets forth the guideline for Covanta's Crisis Management Team (CMT) for corporate decisions and actions, whether at Fairfield Headquarters or elsewhere where corporate leadership or intervention is necessary. This plan:

- States Covanta's crisis management policies
- Clarifies the difference between an emergency and a crisis
- Identifies the CMT and the team's principal responsibilities
- Provides guidance on initial actions in the first 24 hours of a crisis
- Forms the basis for location- or operation-specific plans at the facility/local level.
- Identifies Facility/Local responsibilities
- Establishes when the media should be contacted
- Establishes timing for coordination with law enforcement groups

2.0 Corporate Policy

2.1 Definition of a Crisis

For the purposes of this policy and plan, a ***crisis*** is a major incident that poses significant risks to the safety of Covanta's people, the success of its operations, or the integrity of its reputation. It is important to distinguish between emergencies that can and should be handled by Facility/Local management and a crisis that requires CMT involvement and action.

EMERGENCY
An ***emergency*** is an event or series of adverse events requiring at least some degree of management intervention in order to resolve a problem and recover from its impact. Emergencies are situations that can be handled by Facility/Local management. They may, in more serious cases, require assistance from outside resources such as police, fire, or emergency services. While emergencies need to be reported to senior management using normal reporting channels, direct involvement of corporate executives is normally unnecessary to resolve such emergencies. Emergency situations need to be monitored carefully by Facility /Local management to assess whether they have the potential to progress to the level of a crisis. Natural disasters normally will be classified as emergency's.

2.1 Definition of a Crisis (cont.)

CRISIS
A ***crisis*** is a developing situation where critical decisions must be made by management acting outside their regular area of expertise, or through access to resources beyond those locally available, often for a protracted period. A crisis situation has the potential to attract substantial negative media attention. Because of the significant demand on resources and potential for corporate-wide impact, a crisis requires corporate response. Consequently, Facility/Local management must immediately notify the CMT of any crisis. The CMT, in turn, must be ready to take charge of the response to the crisis. Normal business may be curtailed and employees diverted from routine duties until the situation is resolved.

2.2 Priorities

In a crisis, Covanta's priorities are to:

- Protect human life
- Remove threats to life and property
- Safeguard plants and other operating assets
- Ensure that Covanta is seen as a responsible corporate citizen in all its actions
- Protect the long-term, worldwide commercial interests of Covanta
- Demonstrate effective crisis management in order to maintain shareholder confidence.

2.3 Crisis Management Responsibility

Within Covanta, responsibility for managing a crisis depends on the nature and severity of the incident or event. In general, and consistent with the company's approach and culture, Covanta will rely on its Facility /Local operations managers to exercise initiative in handling incidents at the first opportunity so that a local emergency does not turn into a corporate crisis.

The Regional Vice President (RVP) in the US or Senior Business Group Head (SBGH) of Covanta Asia and Europe will take control and be responsible to the CMT for facility /local efforts and will be responsible for coordinating with the Facility/Local management teams.

Refer to Appendix A, B and C for a list of CMT members in the U.S, Asia and Europe. These teams are responsible to the Chief Executive Officer for:

- Oversight of the Company's response to a crisis.
- The development of a Company-wide crisis management program.

2.4 *Communications & Decision-Making*

The CMT is to be notified in a timely way of any actual or potential crisis incident.

The following are the **issues** that ***must*** be referred to the CMT. (**Note**: This does not infer that the CMT will manage every incident. They will in most cases leave management of the incident with the affected RVP or SRGH, choosing to monitor the incident only.) Those incidents listed under "Security risks" must be referred to CMT prior to any decisions being made:

- **Security risks** such as kidnaps, extortions, and illegal detentions.
- **Missing person incidents** related to criminal or non-criminal circumstances.
- **Natural disasters** such as a flood, mudslide, tornado, hurricane, earthquake, fire or volcano that may jeopardize personal safety or commercial operations and are substantial enough that CMT oversight is required (not all natural disasters will require CMT oversight)
- **Political risks** such as coups, armed conflicts, civil anarchy, or civil unrest.
- **Any other unexpected event** that might significantly threaten the safety of Covanta employees or damage the reputation of the company or its commercial business interests.

These procedures lay down the essential actions required by RVPs and SBGHs to act upon in the event of a crisis:

- Inform the Chairman and Coordinator of CMT immediately. In the absence of this individuals, contact the next CMT member on the priority contact list (See Appendix A, B & C).
- If at all possible, avoid contact with persons outside the company, especially the media, until the above contacts have been made and a corporate response has been developed.
- After discussion with the RVP or SBGH, the CMT will determine how our response will be managed. The location and nature of the event will determine whether the primary role in managing the response will be at the corporate, regional or Facility/Local level (please also refer to 2.4). Expert assistance will be provided when appropriate.

2.4 *Communications & Decision-Making (cont.)*

- If a kidnap or extortion occurs (including any request or demand from representatives of terrorist or criminal groups for "contributions", "ransoms", "war taxes", etc.), the following information should be sent by the fastest possible means to CMT in Fairfield:

  - Full names of persons/victims involved.
  - Date and time of incident.
  - Location of incident.
  - Brief description of incident.
  - Involvement of local authorities.
  - Involvement of the media.
  - Name and contact details of person making this report.

The person reporting should remain in contact with CMT and start an Event Notification Form (same form as in the EAP for US domestic operations), which should include: date, time, description of events and action taken. No regional or facility/local operation is to respond to an incident that will have an impact as described under **"issues"** in section 2.4. unless first receiving approval from the CMT Chairman.

3.0 Crisis Management Team (CMT) Responsibilities at the Corporate Level

3.1 CMT Chairman

Prevention/Preparedness

- To ensure Covanta has a reasonable program in place to safeguard Covanta employees including expatriates and families, company facilities and other assets.
- To oversee the development and implementation of Covanta's Crisis Management Plan (CMP) company-wide.

Incident Response

- To brief and seek input and decisions from the CEO and the Board of Directors, when warranted.
- To allocate or confirm incident management responsibilities.
- To develop and communicate incident management parameters consistent with the company's Crisis Management Policy.
- To call CMT meetings as required and ensure that all members of the CMT are fully briefed and updated on the incident.

3.2 Coordinator

Prevention/Preparedness

- To review the Crisis Management Plan (CMP) at least once a year and to amend it as required.
- To distribute CMP and amendments to CMT members and other management persons as appropriate.
- To manage the development and implementation of Covanta's CMP company-wide.

Incident Response

- To act as the focal point for all information to and from the CMT
- To keep the CMT Chairman closely informed of all developments and information.
- To convene meetings of the CMT as instructed by the CMT Chairman.
- To brief CMT members on developments not requiring a decision and, hence, relieve the CMT of the need for frequent meetings.
- To ensure the correct handling of material likely to be used as evidence by law enforcement agencies.
- To establish secure communications through Information Systems.
- To notify insurance carriers/brokers as necessary.
- To arrange the security of meeting rooms used by the CMT

3.3 Human Resource Function

Prevention/Preparedness

- To have copies of personnel records including passport and vaccination records for all employees.

Incident Response

- To assist with regular briefings to the family of a victim employee on the progress of the incident, and to arrange the timing and content of such briefings.
- To arrange the provision of assistance and welfare to the family of any victim employee.
- To monitor employee morale and advise the CMT on employee communications.
- To provide the CMT with personal details of the victim and his/her family.
- To arrange the reception and treatment of personnel following an incident.

3.4 Corporate Communications

Prevention/Preparedness

- To identify media monitoring capabilities and resources where Covanta has personnel.

Incident Response

- To appoint or act as the Covanta spokesperson in Fairfield and at the scene of an incident.
- To brief CMT Chairman or any other member of CMT or Covanta management who may be required to make a public statement, on its content and delivery.
- To manage the content, timing and method of issue of all statements to the media and to ensure these have been agreed by CMT.
- To monitor media coverage.
- To identify reporters who would assist in publishing Covanta statements to the extent deemed desirable by the CMT.
- To control media access to employees and their families, particularly the families of any victims.
- To brief employees on how to handle media inquiries.
- To communicate with clients, prospects, general public, government and law enforcement agencies, etc.

3.5 Legal Function

Prevention/Preparedness

- To identify legal resources who might be of assistance to Covanta in a crisis.

Incident Response

- To advise on legal aspects of negotiations, payment of ransoms or protection money, and the passage of information to law enforcement agencies involved (Covanta's crisis advisors, Control Risks Group, can be helpful on these points. A worldwide contact list is included in Appendix D).
- To determine, with the advice of counsel, legal responsibilities of Covanta and its subsidiaries, including towards a victim and his/her family.
- To advise on the content of documentary records, the extent of permitted access to these records, and their potential production in a court of law.
- To arrange the secure storage of all documentary records.

3.6 Finance

Incident Response

- In a crisis, to prepare plans, at an early stage, for obtaining monies as needed and/or directed by government officials.
- To evaluate the implications of a crisis on corporate income and cash and overall corporate business.
- To identify sources for the covert collection, transportation, and storage of cash.
- To establish the procedure to be used in accounting for money and protecting information relating to its intended use.
- To arrange for the recording of the serial numbers of bank notes to be used in a kidnap or extortion incident.

4.0 Initial Action and Notification

- In the event of a crisis incident, the initial action of the affected unit is crucial to the successful handling of the crisis. Early identification of a potential crisis is key to preventing escalation.
- It is essential in the event of a crisis incident affecting a member of Covanta's staff or its operation that the CMT Chairman in Fairfield is promptly alerted in order to ensure that effective initial actions can be undertaken.
- The following people, in the order listed, are to be contacted:
  As specified in Appendix A, B & C.

5.0 Immediate Action Procedures

5.1 Incident Verification Procedure

Corporate Response Procedures:

This procedure is to be implemented by the CMT member on receipt of any report of a crisis incident involving an employee.

Responsibility for Actions

1. **CMT**

Immediate Action

- Start a diary of events.
- Obtain the following incident details, as applicable and if not already known:
  - ✓ Nature or cause of incident.
  - ✓ Precise location.
  - ✓ Date and time.
  - ✓ Identity and contact details of any witnesses.
  - ✓ Current location of employee.
  - ✓ Nature and extent of injuries.
  - ✓ Name, contact details of doctor/hospital.
  - ✓ Is embassy/consulate aware of incident
  - ✓ Is family aware of incident?
  - ✓ Any media knowledge or interest?
  - ✓ Are any law enforcement or other government authorities aware of the incident? If so, which ones? Are they investigating the incident?
  - ✓ If a kidnapping, the identity of the kidnappers and any contact made by them.
  - ✓ The contact details for the next two hours of the person providing this information.
  - ✓ Immediately consult with CMT Chairman to determine if CMT should be activated.
  - ✓ Prepare a short written report of the incident for the CMT Coordinator.

5.2 *Incident Notification Procedure*

Local Response Procedure:

This procedure is to be implemented on receipt of any report of a crisis incident.

Responsibility for Action

1. RVP and SBGH

Immediate Action

- Start a diary of events.
- Report the following incident details, by fastest possible means, to the CMT Chairman:

  - ✓ Nature or cause of incident.
  - ✓ Precise location.
  - ✓ Date and time.
  - ✓ Identity and contact details of any witnesses.
  - ✓ Current location of employee.
  - ✓ Nature and extent of injuries.
  - ✓ Name, contact details of doctor/hospital.
  - ✓ Is family aware of incident?
  - ✓ Is embassy/consulate aware of incident?
  - ✓ Any media knowledge or interest.
  - ✓ Are any law enforcement or other government authorities aware of the incident? If so, which ones? Are they investigating the incident?
  - ✓ If a kidnapping, the identity of the kidnappers and any contact made by them.
  - ✓ Your contact details for the next two hours.

5.3 *Crisis Response*

Issues

The following issues must be considered:

- Personnel and victim welfare
- Possibility of hostage taking or kidnap
- Possibility of medical emergency
- Possibility of illegal detention
- Family consideration/shock
- Employee morale
- Business continuity
- Corporate reputation
- Investor confidence
- Evacuation of injured persons
- Provision of supplies to isolated persons
- Support of local authorities and communities
- Protection of other personnel and property

CMT and Corporate Response Procedure

- Any member of the CMT who is contacted shall collect and record all information available.
- The CMT member shall then immediately contact the CMT Chairman.
- The CMT Chairman shall keep the CEO and Board of Directors apprised of developments, if warranted.
- Start a diary of events.
- Begin tracing the the facts.
- The CMT Chairman shall decide if a meeting of the full CMT is appropriate.
- The CMT shall determine with the input from HR, Legal if family members/ next of kin are to be contacted/informed of developments.
- Review personnel records of missing person to assess medical condition, availability and supply of necessary medications where necessary.
- The CMT Chairman shall discuss contacting local authorities with the RVP and/or SBGH.
- Consider local recruitment or deployment of an investigator or external consultant to investigative disappearance and/or liase with local authorities.
- Appoint media spokesperson and prepare statements.
- Notify insurance underwriters through established Broker.
- Set up center for incident control.
- Notify key stakeholders.
- Prepare media statement.
- CMT to ensure family management plan is established.
- Notify governmental authorities, i.e., FBI, local police.

5.3 Crisis Response (cont.)

RVP and Facility/Local Management Response Procedure

- Start a diary of events.
- Determine facts
- Liase with family members as necessary.
- Notify CMT Chairman when updated information is available.
- Verify that the incident has occurred. Determine if there could be an alternative explanation. Seek out all possible information.
- Avoid making comments to the press unless through an authorized spokesperson. Any press statement should be prepared by the Corporate Communications Representative and agreed to by RVP and/or SBGH
- Identify influential sources in local government and press agencies who could assist in preventing or limiting press reporting of an incident.
- Respond as necessary and will provide factual and current information as available
- Duties will also include coordination with affected family members and coordination with employees to control concerns.
  Security and confidentiality of all information will be protected at all time

5.4 CMT Coordination with Law Enforcement

- Decide degree of cooperation with law enforcement agencies to obtain information, advice about previous or ongoing similar incidents and the possibility of mounting a successful arrest operation.
- Identify the correct agency and level for any passage of information. Establish point of contact.
- Decide degree of liaison cooperation with government departments.

5.5 CMT Coordination with the Media

- Prepare, in conjunction with other interested parties, a holding script for any possible media enquiries. However the first effort should be to contain the information, thus precluding publicity.
- Identify media/law enforcement contacts who could assist in suppressing any stories if necessary.
- Identify Corporate Communications policy in the event that the story breaks.
- Appoint a Corporate/Local spokesperson. Train if necessary

Appendix A – Crisis Management Team Members (US)

RPORATE	Call Order	Office Phone	Home Phone	Cell Phone	Fax
..nn Klett Chairman	1	862-345-5305	973-927-9028	201-826-7910	862-345-5070
Gary Perusse Coordinator		862-345-5249	914-245-9480	973-216-4614	862-345-5490
Tim Simpson Legal		862-345-5372	973-539-4195	201-404-1174	862-345-5140
Beth Hurley Safety		862-345-5147	212-580-5090	973-727-5761	862-345-5290
Stuart Kippelman MIS		862-345-5477	908-806-2618	908-963-3190	862-345-5110
Mike Wright Human Resources		862-345-5395	732-625-2432	973-997-5096	862-345-5130
Sanjiv Khattri Chief Financial Officer		862-345-5196	914-372-7869	646-425-6760	862-345-5020
Paul Gilman Corporate Communications, Senior Vice President		862-345-5204	862-485-8347	973-543-6699	862-345-5180
Jack Porcelli Security		732-928-4130	732-928-3976	732-616-4753	732-928-2743
Paul Stauder Domestic Operations		862-345-5339	908-879-5258	703-850-3281	862-345-5090
Tom Rantas VP Construction		862-345-5024	973-835-1423	973-412-6469	862-345-5060
Alternates					
Seth Myones Chairman	2	862-345-5037	201-251-0513	201-960-0415	862-345-5090
Zenon Semanyshyn ..stant Chairman	4	862-345-5301	973-503-0896	201-738-5059	862-345-5070
..ndra Jackson Human Resources		862-345-5142	845-614-5389	973-710-6059	862-345-5130
James Grizzetti Coordinator Risk Management		862-345-5186	973-998-9584	201-725-3482	862-345-5490
Brad Helgeson Finance		862-345-5401	845-988-0290	862-812-9890	862-345-5160
John Leardini Safety		862-345-5287	845-988-9360	973-420-2209	862-345-5210
Nancy Tammi Legal		862-345-5133	973-857-7550	201-615-9951	862-345-5140
James Regan Investor/Corporate Relations		862-345-5216	NONE	732-991-6088	862-345-5180
Facility Management					
Ted Hoefler SVP, Americas Operations		862-345-5402	973-729-5975	978-697-0025	862-345-5070
Glenn Madelmayer RVP, Mid-Atlantic Region		703-690-6860 x605	571-216-8246	703-815-3139	703-690-4223
Russ Johnston RVP, West Region		503-393-0890 x213	503-838-3756	503-508-3793	503-393-9714
George Ball-Ilovera RVP, South		239-337-2200, ext 222	239-541-2510	239-223-2458	
Jim Lynch RVP, Great Lakes		616-235-3210	603-536-2252	978-337-3412	616-235-3770
Rich Giordano RVP, NY/NJ Metro		973-817-7228	845-942-8213	201-264-1698	973-344-8128
..n Walker P, Northeast Region		508-291-4470	508-563-2829	508-958-8302	508-291-1522

Appendix B – Crisis Management Team Members (Asia)

CORPORATE	Call Order	Office Phone	Home Phone	Cell Phone	Fax
John Klett Chairman	1	862-345-5305	973 927-9028	201-826-7910	862-345-5070
Gary Perusse Coordinator		862-345-5249	914 245-9480	973 216-4614	862-345-5490
Tim Simpson Legal		862-345-5372	973-539-4195	201-404-1174	862-345-5140
Beth Hurley Safety		862-345-5147	212-580-5090	973-727-5761	862-345-5290
Stuart Kippelman MIS		862-345-5477	908-806-2618	908-963-3190	862-345-5110
Mike Wright Human Resources		862-345-5395	732-625-2432	973-997-5096	862-345-5130
Sanjiv Khattri Chief Financial Officer		862-345-5196	914-372-7869	646-425-6760	862-345-5020
Paul Gilman Corporate Communications, Senior Vice President		862-345-5204	862-485-8347	973-543-6699	862-345-5180
Jack Porcelli Security		732-928-4130	732-928-3976	732-616-4753	732-928-2743
CPIH					
John Shenk Assistant Chairman		86-21-5010-1815	86-21-5820-5962	86-135-0186-8238	86 21 50101820
Nantika Tipayamontri Associate General Counsel		86 21 50101828	86 21 5059 0147	86 150 0022 6200	86 21 5010 1820
Hangyan Qu /ernment Relations		86-21 5010-1822	NONE USE MOBILE	86-137 6412-0999	86 21 50101820
.. H M Nasimullah Managing Director Bangladesh		88-02-764-7744 88-02-764-8000 88-02-764-8001 Ext 100 & 101	88 02-881-3206	88-01-713-013113	88 02-764-7755
Local Management/SBGH					
Balakrishnan P.R. India		91-442-499-5006	91-44-2436-3344	91-99400-74994	91-442-499-4577
Jim N. Willey Philippines		63-2843-1006	632-850-4775	632-920-921-1845	632-843-0258

Appendix C – Crisis Management Team Members (Europe)

RPORATE	Call Order	Office Phone	Home Phone	Cell Phone	Fax
ohn Klett Chairman	1	862-345-5305	973-927-9028	201-826-7910	862-345-5070
Gary Perusse Coordinator		862 345 5249	914-245-9480	973-216-4614	862-345-5490
Tim Simpson Legal		862 345 5372	973-539-4195	201-404-1174	862-345-5140
Beth Hurley Safety		862 345-5147	212-580-5090	973-727-5761	862-345 5290
Stuart Kippelman MIS		862-345-5477	908-806-2618	908-963-3190	862-345 5110
Mike Wright Human Resources		862-345 5395	732-625-2432	973-997-5096	862-345-5130
Sanjiv Khattri Chief Financial Officer		862-345-5196	914-372-7869	646-425-6760	862-345-5020
Paul Gilman Corporate Communications, Senior Vice President		862-345-5204	862-485-8347	973-543-6699	862-345-5180
Jack Porcelli Security		732 928 4130	732-928-3976	732-616-4753	732-928 2743
EUROPE					
Scott Whitney Assistant Chairman	1	862-345-7178		201-715-2731	862-345-5150
Malcolm Chilton Managing Director	2	44-1384-408-901		44-7775 571-342	44-1384-408-900
Peter Wright Director of Development	3	44-1384-408-10			44-1384-408-900

Appendix D – International SOS/Control Risk Group Contact

For medical and security emergencies, please contact ISOS and Control Risks following below call instructions. Medical advice and assistance are provided by International SOS; security advice and assistance are provided by a joint venture of International SOS and Control Risks.

Philadelphia + 215.942.8226

Singapore + 65.6338.7800

London + 44.20.8762.8008

Sydney + 61.2.9372.2468

You can call these numbers 24 hours a day, 7 days a week (call collect where available).

Whenever you call, please state Covanta Corporate Comprehensive Membership 11BYCS000017.

When you call about a kidnap, extortion, detention, or other emergency, please state:

- That you are calling in connection with "an emergency incident"
- Your name and company
- The time and date of your call
- The phone number(s) where you can be reached.

Willis Technical Advisory Bulletin

7/24/2006

Fire Protection System Impairment Procedures

Procedures

Notify the local fire department, GE GAPS (1-800-243-8222) and Willis (973-410-4635) of any impairment to fire protection systems. If already familiar with impairment permit systems, they should be followed exactly when notifying above personnel. Be prepared to report:

- Your name, company, and phone number
- Reason for impairment
- What systems will be taken out of service and what areas they protect
- Which valve will be shut
- Precautions taken
- Estimated length of impairment

1. Place an "out of service" tag on the affected valve or control device.
2. If possible, expedite the work. Workers, materials, and tools should be ready before the system is turned off.
3. If possible, schedule the work during idle periods when fewer ignition sources are present.
4. Keep as much protection as possible in service. If possible reinstate sprinkler system at the end of each day.

Precautions

1. Shut down hazardous processes and other sources of ignition including cutting and welding.
2. Prohibit smoking in the impaired area.
3. Patrol the affected area to check on housekeeping, combustibles and special hazards.
4. Station someone at or near closed sprinkler control valves. If possible, they should be prepared to open the valve if a fire is discovered.
5. Provide temporary barriers (e.g., fencing, striping, taping, fire resistant tarps) between combustibles and area being worked on.
6. Provide additional fire extinguishers in the affected area. Small hose lines can be charged and laid out for quick use by trained personnel.
7. For long impairments, consider using cross connections as a method of providing water to sprinklers. Hose can be used to connect 2-inch drains, or to connect hydrants with 2-inch drains or system piping.

Restoration

1. Verify all valves are left wide open and secured.
2. Conduct a full 2-inch drain test on each system that is restored. The pressure will drop slightly when the valve is opened. The pressure should come up quickly after the valve is closed. A slow return may indicate a control valve is not fully reopened, or there is a partial

obstruction in the supply pipe. If the pressure drop to zero (0), this indicates a shut valve or complete obstruction.

3. Clear the impairment with the fire department, property insurance carrier, Willis, and your central station (if this service is provided).
4. Follow the procedures for clearing the impairment listed on the permit system(s).

Flood Checklist

Company-wide planning is the key to preventing flood losses and minimizing the impact of flooding on normal operations. FM Global has developed this checklist to help you identify measures to take before, during and after the flood. Use the extra space provided to add procedures specific to your facility.

FM Global

Flood Checklist

When Flood Threatens

When floods are threatening your facility, ERT members and employees should be engaged in the following activities, where appropriate:

- ☐ Monitor flood conditions and keep the ERT leader updated. This should be done by a designated person. (Call the U.S. Army Corps or Engineers or other reliable source for the most recent and accurate prediction of water levels and crests.)
- ☐ Fill sandbags and place them around possible entry points and vital protection equipment such as the fire pump house.
- ☐ Install flood doors and shields.
- ☐ Relocate the following to a safe area:
  - stock, particularly high-value items or those critical to continued operation
  - equipment, such as movable electronic equipment, computers, testing and quality control devices, dies and patterns, etc.
  - vehicles that will be needed after the flood, such as plant trucks, forklifts, tractor-trailers, etc.
  - critical drawings, records, files, computer tapes
- ☐ Secure or anchor any outside storage or equipment that cannot be moved to another location.
- ☐ Fill empty storage tanks – including aboveground and buried tanks – to prevent them from floating.
- ☐ Cover large stationary machines with water-displacing, rust-preventive compound and/or large plastic sheets.
- ☐ Check roof, floor or yard drains to see if they are clear, and then continuously monitor them to make sure they remain clear.
- ☐ Close hand-operated valves on drain piping to prevent backflow through floor drains or plumbing fixtures.
- ☐ Give sump pumps a final check to make sure they are operational.
- ☐ Shut down and drain flammable liquid piping systems.
- ☐ Make sure a salvage crew is on alert and prepared to take actions outlined in ERT plans.
- ☐ Place contractors and equipment repair companies (already identified during predisaster planning) on alert.
- ☐ Consider increasing security and facility surveillance.
- ☐ Reduce the chance of a fire during flooding by taking the following steps:
  - Shut off electricity and gas to prevent short-circuiting of electrical equipment and lessen the fire hazard of ruptured gas lines. (If the facility's fire pump is electricity-driven, have a diesel-driven pump available as backup.)
  - Install barriers around sprinkler risers, yard valves and hydrants to protect them from floating debris.
- ☐ Make every effort to keep fire protection systems operational during a flood. Use the FM Global *Red Tag Permit System* to monitor any impairments to water supplies or fire protection systems.
- ☐ Contact FM Global to review precautions taken.

After the Flood

As soon as possible after the flood, ERT and other personnel should begin salvage procedures:

- ☐ Assess the actual impact, determine needs and initiate planned cleanup,repair and business resumption activities.
- ☐ Check flooded buildings for structural stability and safety before starting cleanup inside.
- ☐ Check for spilled flammable liquids, contaminants, etc., and eliminate them before other work begins.
- ☐ Clean and dry equipment, giving attention to the most vital or susceptible pieces first (these should have been identified in the emergency plan).
- ☐ Remove standing water from the facility.
- ☐ Check, clean and test all electrical distribution equipment and system components exposed to flood water or humidity.
- ☐ Dehumidify damp areas, and dry wet insulation and building materials.
- ☐ Remove flood debris from the facility and segregate wet materials.
- ☐ Keep fire protection systems in service. This is vital since cleanup can result in the buildup of large piles of combustible materials.
- ☐ Return any impaired fire protection systems, including alarm notification systems, to service promptly. Test any system potentially affected by the flood.
- ☐ Conduct all cutting and welding repairs using FM Global's *Hot Work Permit System* to prevent fires.
- ☐ Check on-site and local bridges, culverts, drain inlets, etc., to be sure they are cleared and free of debris.
- ☐ Debrief all key personnel and update/modify the flood emergency response plan, where appropriate.

Notes

Flood Checklist

Each Year Prior to Flood Season

Facility management should make sure the following activities are carried out prior to each flood season:

- ☐ Review the facility's flood emergency plan and update if needed. Make sure key employees, as well as managers, are included. Remind them about the exposures and their responsibilities.
- ☐ Review all possible exposures that could affect the facility during a flood, e.g., a neighboring facility's yard storage, service interruptions, potential access problems.
- ☐ Make sure company-owned flood walls and levees are in good condition.
- ☐ Check with the U.S. Army Corps of Engineers, city officials or other levee sponsor for the status of any noncompany-owned flood walls and levees protecting your facility. (Take a brief tour of the structure, if possible.)
- ☐ Check culverts and bridges in the area to ensure they are free of blocking debris and that they are properly maintained and in good condition.
- ☐ Check any ground-level windows that have been bricked over to make sure the brick is intact.
- ☐ Check the condition and location of flood doors and shields, and make sure they are accessible and ready to install.
- ☐ Check all plant drains (inside and out) to ensure they are clear and that drainpipes are not clogged with dirt, leaves or any other debris. This includes roof drains.
- ☐ Review the location, and check the condition of any hand-operated valves that have been installed in piping to prevent backflow through floor drains or plumbing fixtures.
- ☐ Test and confirm that sump pumps are well maintained.
- ☐ Evaluate the need for any additional flood-proofing of vital equipment purchased within the past year.
- ☐ Make sure emergency response team (ERT) members understand their duties during a flood emergency.
- ☐ Drill ERT members on installing flood doors, checking pumps and closing hand-operated valves.
- ☐ Have a supply of sandbags on hand to protect possible entry points and vital protection equipment such as the fire pump house. Make sure the burlap hasn't deteriorated.
- ☐ Make sure ERT members know how to properly construct sandbag levees.
- ☐ Be sure sand for sandbags is either on site or easily attainable.

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Hurricane Plan

Hurricane Plan

The following actions are to be taken in regards to hurricanes:

1. Forty-eight (48) hours prior to the landfall of a hurricane in the central Florida area, the Chief Engineer will direct the purchase of enough non-perishable items and bottled water to sustain thirty (30) people for three (3) days. These food items are to be stored in the administrative building. Ensure a radion, with plenty of batteries, is available for tracking the storm. Ensure flashlights with batteries are available to everyone in the facility.

2. All mobile equipment shall be placed inside the tipping building. All roll-up doors shall be tightly closed. All outside doors are to be tightly shut and sandbagged at the bottom to hold out wind and rain. All auxiliary buildings on site shall be properly secured, with doors tightly closed and sandbagged. Cl_2 cylinders shall be tied down or stored in a secure manner to prevent them from being damaged by high wind. All oxygen and acetylene bottles shall be placed in their respective storage racks, and properly secured for a high wind situation. The plant site will be walked down, and all loose equipment and material shall be stored or tied down to prevent them from becoming missile hazards. All catch basins and sumps shall be emptied.

3. The fire water storage tank shall be topped off, and the demineralizers regenerated prior to the storm hitting the area. All diesel storage tanks are to be topped off. All bulk chemical storage tanks and silos should be checked to ensure there are sufficient levels for four (4) days of plant operation.

4. The facility will separate from the Progress energy grid two (2) hours before a category 3 storm is projected to hit the area, or sooner if conditions warrant. The facility will only sync back to the grid once the utility side is stable.

5. Work schedules shall be verified before the storm is projected to hit the area. All employees should come prepared to work long hours due to weather conditions.

6. All non-essential employees should be released from work prior to the onset of high winds, until the storm passes, and it is safe to travel as determined by the proper authorities.

Note: The attached check lists provided by FM Global may be used as a guideline for actions to be taken before during, and after the advent of severe windstorm or flood.

EMERGENCY NOTIFICATION/RESPONSE PROCEDURES

POTENTIAL CONTAMINATION with BIOLOGICAL or CHEMICAL AGENT

In the event that there is a suspicion that a biological or chemical weapon of mass destruction (WMD), such as anthrax, has been delivered, it is important to consider the potential exposure to personnel and facilities involed in the collection, handling, and disposal of solid waste (garbage) and recyclables. Therefore, the following response procedure should be followed:

If a suspicious package is identified:

- Immediately notify Lake County Solid Waste Management (see contact numbers below).
- All solid waste and recyclable collection needs to be suspended while the facility is under investigation until authorities make a final determination.
- If a collection truck has picked up solid waste or recyclables, but not yet delivered it to the EFW facility or landfill, the truck needs to be diverted to a quarantine area.

For buildings where WMD agents have been found:

- Immediately notify Lake County Solid Waste Management (see contact numbers below).
- All material from any quarantined building are not to be removed until the responsible government agency has cleared the facility and its waste stream for disposal.

Contact for Lake County Department of Solid Waste Management:

- Jeff Cooper, Financial Coordinator — Office: (352) 253-1685
  Department of Public Works — Cell: (352) 874-2048
  Solid Waste Division

Solid Waste representatives will contact all other impacted solid waste parties, including haulers.

SEVERE WEATHER PLAN

To provide a general guide for actions to be taken in preparation for and during severe weather conditions.

A. OBJECTIVE

1) To provide early notification of impending severe weather.

2) To provide for the safety and welfare of employees.

3) To prevent or reduce project damage or loss.

B. DEFINITIONS (Severe Weather)

1) **Lightning** - All large-scale, high tension, natural, electrical discharge in the atmosphere; the visible flash of light accompanying such discharge.

2) **High Winds and Rain** - When the winds or rain become a hazard to the work force or the work being performed. Wind approximately 30 mph and rain limiting visibility or footing.

3) **Tornado** - A tornado is a violent windstorm characterized by a twisting, funnel-shaped cloud. It is spawned by a thunderstorm (or sometimes as a result of a hurricane) and produced when cool air overrides a layer of warm air, forcing the warm air to rise rapidly. The damage from a tornado is a result of the high wind velocity and wind blown debris.

Fujita - Pearson Tornado Scale

F- 0: 40-72 mph:	**chimney damage, tree branches broken**
F- 1: 73-112 mph:	**mobile office complexes pushed off foundation or overturned**
F- 2: 113-157 mph:	**considerable damage, mobile offices demolished, trees uprooted**
F-3: 158-205 mph:	**roofs and walls torn down, trains overturned cars thrown**
F-4: 207-260 mph:	**well constructed walls leveled**
F-5: 261-318 mph:	**homes lifted off foundation and carried considerable distances, autos thrown as far as 100 meters**

4) **Tornado Watch** - Is issued by the National Weather Service when tornadoes are possible in your area. Remain alert for approaching storms. This is the time to remind workers where the safest places within the work area are located, and listen to the radio for further developments.

5) **A Tornado Warning** - Is issued when a tornado has been sighted or indicated by the weather radar.

Danger Signs

* **An approaching cloud of debris can mark the location of a tornado even if a funnel is not visible.**

* **Before a tornado hits, the wind may die down and the air may become very still.**

* **Tornadoes generally occur near the trailing edge of thunderstorm. It is not uncommon to see clear, sunlit skies behind a tornado.**

6) **Hurricane** - A severe tropical cyclone with winds exceeding 74 mph (119 km) originating in tropical regions of the Atlantic Ocean and Caribbean Sea, usually involving heavy rain.

7) **Hurricane Watch** - Indicates that hurricane conditions are a real possibility, however, not necessarily imminent.

8) **Hurricane Warning** - Hurricane warnings are issued when hurricane conditions are expected within twenty-four (24) hours. Because of the erratic nature of the hurricane's path, the warnings may be issued only a few hours before the beginning of hurricane conditions.

C. RESPONSIBILITIES

Supervision responsibilities during severe weather conditions will be consistent with normal line supervision functions. Decisions as to the plan to be followed (timing, curtailment, shutdown, etc.) will be made by the Facility Manager.

1) SAFETY DEPARTMENT RESPONSIBILITIES

a) The Plant Safety Coordinator will notify the facility of impending, severe weather conditions when reported by the U. S. Weather Bureau.

b) Plant Safety Coordinators will keep Facility Manager up-to-date as to the location and intensity of a storm on a routine basis.

c) A plotting map will be maintained by the Plant Safety Coordinaotr in the event of a hurricane report.

d) The Safety Department will monitor severe weather information via radio/internet.

2) SEVERE WEATHER RESPONSIBILITIES

Lightning

a) Avoid exposing personnel at high elevations, such as on structural steel members, pipe racks, roof tops, process columns, antennas, etc.

b) Make sure that personnel do not group together and/or huddle under or near tall structures.

c) Avoid a depression with standing or running water or a stream.

d) The 30-30 Rule - Use the 30-30 rule where visibility is good and there is nothing obstructing your view of the thunderstorm. When you see lightning, count the time until you hear thunder. If that time is 30 seconds or less, the thunderstorm is within 6 miles of you and is dangerous. Seek shelter immediately. Wait at least 30 minutes after the last clap of thunder before leaving shelter.

High Winds and/or Rain

a) When high wind creates a hazard to craftsmen or work being performed, i.e., instability in elevated areas, limited visibility due to dust or particles in the air, unmanageable materials, etc., supervision will stop work activities, re-assign work and area, properly store and secure material which might blow away, cause injury or damage; and obtain further instruction from Facility Management.

b) When rain creates a hazard to craftsmen on work being performed, i.e., unstable footing conditions due to slippery structural steel, muddy and flooded work environments, unstable trenches or excavations, poor visibility due to rain or eye protection, supervision will stop specific work due to hazard, re-assign work duties and/or areas, and obtain further instructions from Facility Management.

Tornadoes

If in an Office complex:

Go to an inside hallway at the lowest level. At this facility, the 480V substation on the 1st floor is the most secure area.

Avoid places with wide span roofs or large hallways.

Get under a piece of sturdy furniture such as a work bench or heavy table or desk and hold on to it.

Use arms to protect head and neck.

If outdoors:

If possible, get inside a building.

If shelter is not available or there is no time to get indoors, lie down in a ditch or low lying area or crouch near a strong building.

Be aware of the potential for flooding.

Use arms to protect head and neck.

If in a vehicle:

Never try to out drive a tornado in a car or truck. Tornadoes can change direction quickly and can flip up a car or truck and toss it through the air.

Get out of the car immediately and take shelter in a nearby building. Seek shelter in ground floor restrooms if possible. Do not take shelter in trailers.

If there is no time to get indoors, get out of the car and lie in a ditch or low lying area away from the vehicle. Be aware of the potential for flooding.

When a Tornado warning has been issued by the U. S. Weather Bureau, and Facility Management has made the decision to curtail or shut down facility operations, each department is responsible to complete certain assignments prior to leaving the area, such as:

a) Secure all loose objects and material, i.e., ladders, pallets, drums, trash in dumpsters, etc.

b) Board up all window glass

c) Set brakes and check all mobile equipment

d) De-energize all unnecessary electrical power

Appropriate material should be available and stored on the project to facilitate the securing of project property, materials, and equipment, i.e., rope wire boards/plywood.

Facility Management will inform employees as to when to return to work or other instructions.

Post Tornado Clean Up and Project Construction Start-up

Although the Tornado has passed, hazards may still exist because of unstable structures or other hazardous conditions. Therefore, a safety and property damage/loss assessment inspection shall be conducted on the project by supervision and reported to the Facility Safety Coordinator for planned clean up prior to start-up of normal construction activities.

Hurricanes

When a hurricane warning has been issued by the U.S. Weather Bureau, local emergency operation officials and the National Weather Service will provide hurricane landfall probabilities. Approximately 48 to 60 hours before the hurricane is expected to make landfall, consider canceling the delivery of building materials to the jobsite except for any materials needed to secure the site/building from damage. The 24 to 48 hour window before landfall is the suggested time to stop all construction activities. Once the Facility Manager has made the decision to curtail or shut down facility operations, each department is responsible to activate their hurricane job site plan and complete certain assignments prior to leaving the work area, such as:

Hurricane Conditions Predicted Within Five Days

a) Clean job site daily

b) Inspect and secure tie-downs for all trailers

c) Reschedule material deliveries that have little impact on production

d) Make sure staff and employees are aware of important phone numbers and the contingency plan

e) Contact subcontractors and outline expectations for securing the job site, explain the contingency plan, and insure contact phone numbers are distributed

e) Make sure facility have flashlights and drinking water and gas tanks are filled

f) Make sure computers are surge protected

g) Obtain printer cartridges, paper and computer discs

Hurricane Watch Is Issued

a) Police the job site and area around the construction zones to assure all loose debris is removed

b) Arrange to have dumpsters removed

c) Halt material deliveries

d) Stop production of any work that is highly vulnerable to damage

e) Have subcontractors secure or remove unnecessary materials or equipment from job site

f) Prepare to cover window and glass doors

g) Plan for the next day as if a Hurricane Warning will be issued, make sure there is enough time to complete the tasks for a Hurricane Warning

Hurricane Warning Is Issued

a) Make sure dumpsters have been removed or are empty

b) Remove scaffolding

c) Secure or remove all building materials

d) De-energize all unnecessary electrical power

e) Locate and turn off water and gas supplies

f) Close and cover any windows with plywood

g) Back up all computer records

h) Make sure offices are secure

i) Set brakes and check all mobile equipment

Appropriate material should be available and stored on the project to facilitate the securing of project property, materials, and equipment, i.e., rope wire boards/plywood.

After the site is secure, advise the subcontractors to leave and not return until the hurricane threat has passed. Make sure to have contact phone numbers for all the subcontractors for call back notification once the hurricane passes.

Post Hurricane Clean Up and Project Construction Start-up

Although the storm/hurricane has passed, hazards may still exist because of unstable structures or other hazardous conditions. Therefore, a safety and property damage/loss assessment inspection shall be conducted on the project by supervision and reported to the Facility Manager for planned clean up prior to start-up of normal operations activities.

D. INSPECTING UTILITIES

* Check for gas leaks. If you smell gas or hear a blowing or hissing noise, open a window and quickly leave the building. If accessible, turn off the gas at the outside main valve and call the gas company from another location. If you turn off the gas for any reason, it must be turned back on by a professional.

* Look for electrical system damage-If you see sparks or broken or frayed wires, or if smell hot insulation, turn off the electricity at the main fuse box, or circuit breaker. If you have to step in water to get the fuse box or circuit breaker, call an electrician first for advice.

* Check for sewage and water lines damage-If you suspect sewage lines are damaged, avoid using toilets and call the appropriate service for repairs. If water pipes are damaged, contact the water company and avoid using water from the tap.

Severe Windstorm Checklist

For locations exposed to hurricanes, cyclones, typhoons or severe localized winds

Studies of severe windstorms show conclusively that windstorm-related damage can be prevented or at least minimized with an organized plan of action before, during and after a storm. Hurricanes, typhoons and cyclones are all tropical storms caused by severe low pressure systems, but they are called different names depending on where they happen. In the United States, Caribbean and Gulf of Mexico, these storms are called hurricanes, but in the West Pacific (China, Japan, Korea, the Philippines, Hong Kong, Taiwan) they are known as typhoons. And, in the South Pacific (Australia, Fiji, Samoa) and Indian Ocean, they are called cyclones. The season for these storms runs from June 1 to November 30 in the Northern Hemisphere and from December 1 through April 30 in the Southern Hemisphere.

If you don't have an action plan, it's not too late. Start planning right away. This checklist offers suggestions that you can build into your plan to minimize windstorm-related damage. Use the extra spaces provided to add procedures specific to your facility. If you need help, or would like someone to review your plan for you, contact your local FM Global office.

FM Global

Severe Windstorm Checklist

Pre-Windstorm Planning

- ☐ Develop a windstorm emergency action plan, and educate appropriate personnel in its aims and procedures.
- ☐ Staff and train an emergency response team (ERT), whose members are willing to stay on site during a windstorm *(if safe to do so)*. Ask for volunteers. Arrange for support/assistance during the storm for families of those who will remain at the facility. Also, notify local emergency preparedness authorities about your plans to have personnel on site.
- ☐ Designate a weather monitor, who will report weather conditions and keep the ERT leader up to date on conditions before, during and after a windstorm.
- ☐ Give the ERT leader the authority to implement the plan, based on predetermined checkpoints (e.g., when a storm is within a certain distance from a facility). This responsibility includes shutting down operations and sending personnel home.
- ☐ The ERT leader should also ensure that operational managers carry out predetermined tasks at each warning stage of the storm. To guarantee this, task checklists should be distributed to all involved, completed and returned to the ERT leader.

Elements of the Plan

- ☐ Identify all critical areas of a facility, and make sure someone on all shifts knows the proper shutdown procedures and is authorized to implement them.
- ☐ Maintain an updated list of the telephone numbers and contacts for local offices of emergency preparedness and your local FM Global office. Contact local authorities to plan and coordinate activities before the need for emergency action. That way, both you and they will be better prepared.
- ☐ Arrange backup communications, such as two-way radios or cellular phones, and have spare batteries and a diesel-driven emergency generator on site.
- ☐ Arrange an off-site emergency communications control center, such as a hotel meeting room, just outside the windstorm area, in case it becomes too dangerous to remain on site.
- ☐ Determine which company records are vital, and make plans to protect/relocate them.
- ☐ Identify a hot site (an off-site data processing location where you can continue business immediately) or a cold site (an off-site location where you can set up your own data processing equipment). Also consider identifying a business recovery facility where you can resume general operations.
- ☐ Maintain ongoing agreements with contractors for supplies and repairs that may be needed after a windstorm. If possible, use contractors who are from outside potential windstorm areas. Local contractors may be over-committed.
- ☐ Order emergency supplies and maintain them throughout the windstorm season.
- ☐ Have straps or other means on hand to brace/anchor yard storage, signs, cranes and roof-mounted equipment.
- ☐ Inspect and repair roof coverings and edges a few months before windstorm season.

- [ ] Provide pre-fitted windstorm shutters and/or plywood for windows and doorways where practical.
- [ ] Perform a dry-run installation of windstorm shutters annually. If practical, leave shutters in place.
- [ ] Prepare for windstorm-related flooding with sandbags and an ample supply of brooms, squeegees and absorbents.
- [ ] Identify key equipment and stock that must be protected with tarpaulins or waterproof covers.
- [ ] Identify and consider removal of any large trees that could fall and damage buildings, fire pump houses or power and communication lines.
- [ ] Have plans in place for site security after a windstorm.
- [ ]
- [ ]

Impending Windstorm

Your country's weather service will provide advance warning to those in areas likely to be in the path of an approaching storm. In the United States, the National Weather Service issues a hurricane watch when winds of 74 mph (120 km/hr) or greater pose a potential threat within 36 hours. A hurricane warning in the United States indicates hurricane conditions are expected in 24 hours. The warning stages differ from country to country, and you should be familiar with the system applied where your facilities are located. Windstorms also can be tracked on the internet. We suggest you use the Web resources shown at the top of page 5. Use the advance warning to begin taking action consistent with your emergency plan.

- [ ] Map the windstorm front and stay up-to-date on the storm's progress.
- [ ] Begin implementing your windstorm emergency action plan. Take specific actions based on the predetermined checkpoints outlined in your plan (you have, for example, already determined that you will begin shutting down processes when a storm is a certain distance away).
- [ ] Shut down operations that depend on outside power sources in an orderly manner, following established procedures.
- [ ] Inspect and make emergency repairs to drains, gutters and flashing.
- [ ] Strap or anchor to the roof deck support assembly (e.g., the joists) all roof-mounted equipment such as HVAC units and exhaust vents.
- [ ] Check/maintain all necessary backup equipment, such as emergency generators and communication devices.

(continued on page 4)

Severe Windstorm Checklist

Impending Windstorm (continued)

- ☐ Protect/relocate vital records.
- ☐ Install windstorm shutters/plywood over windows and doors.
- ☐ Take the following steps so that items outdoors will not blow away or cause damage:
  - remove all loose debris
  - anchor or relocate all nonessential equipment to a safe indoor location
  - secure storage of flammable liquid drums, or move them to a sheltered area (but never into main facility areas)
  - anchor all portable buildings (e.g., trailers) to the ground
  - secure large cranes
  - make sure outdoor signs are properly braced
- ☐ Inspect all fire protection equipment, such as sprinkler control valves and fire pumps.
- ☐ Ensure that the ERT members who volunteered to stay on site have proper supplies and equipment (drinkable water, nonperishable food, medical, flashlights, walkie-talkies).
- ☐ Have cash on hand for post-windstorm needs, such as buying food and supplies, or paying employees and contractors.
- ☐ Repair and fill above-ground tanks with product or water.
- ☐ Fill fuel tanks of generators, fire pumps, and all company-owned vehicles.
- ☐ Clean out drains and catch basins.
- ☐ Protect computers, machinery, and stock with tarpaulins and waterproof covers.
- ☐ Remove as many goods as possible from the floor, or ship them out of the facility.
- ☐ Isolate, neutralize, or remove from the site any chemicals that can react violently with each other.
- ☐ Shut off gas to minimize fire loss.
- ☐ Protect or shut off other possible flame sources.
- ☐ Shut down all noncritical and nonessential electrical equipment.
- ☐ Disconnect the main electrical feeds to the facility, if possible, to prevent a potential fire caused by short-circuiting of damaged equipment.
- ☐

Web resources for tracking windstorm progress:
US National Hurricane Center (www.nhc.noaa.gov) North America, Central America, Carribean
SeaJoint Typhoon Warning Center (www.npmoc.navy.mil/) Asia
Australia Bureau of Metcorology (www.bom.gov.au) Australia, South Pacific and Indian Oceans

During the Windstorm

Emergency response personnel should stay at the facility only if safe to do so.

- ☐ Patrol the property continuously and watch for roof leaks, pipe breakage, fire or structural damage. During the height of a windstorm, personnel should remain in a place that has been identified as safe from wind and flood.
- ☐ Constantly monitor any boilers that must remain on line.
- ☐ During power failure, turn off electrical switches to prevent reactivation before necessary checks are completed.
- ☐
- ☐

After the Windstorm

- ☐ Secure the site.
- ☐ Survey for damage.
- ☐ Survey for safety hazards such as live wires, leaking gas or flammable liquids, poisonous gases, and damage to foundations or underground piping.
- ☐ Repair damage to the automatic sprinkler system and get it back in service as soon as possible. Use FM Global's Red Tag Permit System Kit (P7427) whenever sprinkler piping and/or water supplies are impaired.
- ☐ Call in key personnel and notify contractors to start repairs. Make sure safety systems are fully implemented before work is allowed to begin. This means controlling smoking and using the Hot Work Permit System Kit. Require contractors to share responsibility for establishing fire-safe conditions before and during the job.
- ☐ Begin salvage as soon as possible to prevent further damage:
  cover broken windows and torn roof coverings immediately
  separate damaged goods, but beware of accumulating too much combustible debris inside a building
- ☐ Contact your local FM Global office for assistance in restoring fire protection and reporting the loss.
- ☐ Clean roof drains and remove debris from roof to prevent drainage problems.
- ☐ Visually check any open bus bars, conductors and exposed insulators before restarting main electrical distribution systems.

(continued on page 6)

Severe Windstorm Checklist

After the Windstorm (continued)

☐

☐

Typhoon Categories

(Differs from country to country)

HONG KONG

Category	*Minimum Central Sea Level Pressure*
1	990 mb or less
2	950 mb or less
3	920 mb or less

TAIWAN

Typhoon Strength	*Maximum Wind Speed at Center*
Tropical Storm	Below 38 mph (17.2 m/s)
Light	39 to 73 mph (17.2 to 32.6 m/s)
Medium	73 to 114 mph (32.7 to 50.9 m/s)
Strong	Above 114 mph (51 m/s)
Super	Above 150 mph (67 m/s)

JAPAN

Scale	*Size of diameter (area) where wind velocity is more than 49.2 fts (15 m/s)*
Very Small	Radius less than 124 mi (200 km)
Small	Radius less than 124 and 186 mi (200 and 300 km)
Medium	Radius less than 187 and 311 mi (301 and 500 km)
Large	Radius less than 312 and 497 mi (501 and 800 km)
Extra Large	Radius more than 497 mi (800 km)

Strength	*Maximum Wind Velocity*
Weak	38 to 56 mph (17 to 25 m/s)
Ordinary Strength	57 to 74 mph (25 to 33 m/s)
Strong	75 to 98 mph (34 to 44 m/s)
Very Strong	99 to 121 mph (45 to 54 m/s)
Extremely Strong	Above 121 mph (54 m/s)

Hurricane and Cyclone Categories

Saffir-Simpson Hurricane Intensity Scale

The chart below shows how hurricanes are categorized by wind speeds. Correlations can be made to cyclones, based on the same wind speed measurements. (Note: Wind speed is measured on a 60-second mean basis.)

Category	*Wind Speed*	
	Hurricane	*Cyclone (differs by country)*
1	74 to 95 mph (120 to 153 km/h)	less than 78 mph (125 km/h)
2	96 to 110 mph (154 to 177 km/h)	78 to 106 mph (125 to 170 km/h)
3	111 to 130 mph (179 to 209 km/h)	107 to 140 mph (171 to 225 km/h)
4	131 to 155 mph (211 to 249 km/h)	141 to 174 mph (226 to 280 km/h)
5	greater than 155 mph (249 km/h)	greater than 174 mph (280 km/h)

CATEGORY 1

- Possible storm surge 4 ft. to 5 ft. (1.2 m to 1.5 m) above normal
- Damage primarily to shrubbery, tree foliage and unanchored mobile homes; no real damage to other structures
- Some damage to poorly constructed signs
- Low-lying coastal roads inundated, minor pier damage, some small craft in exposed anchorage torn from moorings

CATEGORY 2

- Storm surge of 6 ft. to 8 ft. (1.8 m to 2.4 m) above normal
- Considerable damage to shrubbery and tree foliage; some trees blown down
- Major damage to exposed mobile homes
- Extensive damage to poorly constructed signs
- Some damage to roofing materials of buildings
- Coastal roads and low-lying escape routes inland cut by rising water two to four hours before arrival of windstorm center
- Considerable damage to piers, marinas flooded; small craft in unprotected anchorages torn from moorings; evacuation required for some shoreline residences and low-lying islands

CATEGORY 3

- Possible storm surge 9 ft. to 12 ft. (2.7 m to 3.6 m) above normal
- Limbs torn from trees and large trees blown down
- Nearly all poorly constructed signs blown down
- Damage to roofing materials of buildings; some window and door damage
- Mobile homes destroyed
- Serious flooding at coast and many smaller structures near coast destroyed; larger structures near coast damaged by battering waves and floating debris

(continued on back page)

Severe Windstorm Checklist

CATEGORY 3 (continued)

- Low-lying escape routes inland cut by rising water three to five hours before windstorm center arrives
- Flat terrain up to 5 ft. (1.5 m) above sea level flooded inland 8 miles (13 km) or more; possible required evacuation of low-lying residences within several blocks of shoreline

CATEGORY 4

- Storm surge 13 ft. to 18 ft. (4 m to 5.5 m) above normal
- Flat terrain up to 10 ft. (3 m) above sea level flooded inland as far as 6 miles (9.6 km)
- Shrubs and trees blown down; all signs down
- Extensive damage to inadequately installed roofing materials, windows and doors; complete failure of roofs on many small residences
- Complete destruction of mobile homes
- Major damage to lower floors of structures near shore
- Low-lying escape routes inland cut by rising water several hours before windstorm center arrives
- Major erosion of beaches; possible required evacuation of all residences within 500 yards (457 m) of shore and single-story residences on low ground within 2 miles (3.2 km) of shore

CATEGORY 5

- Storm surge greater than 18 ft. (5.5 m) above normal
- Shrubs and trees blown down
- Considerable damage to roofs of buildings; all signs down
- Very severe and extensive damage to windows and doors
- Complete failure of roofs of many residences and inadequately designed industrial buildings
- Extensive shattering of glass in windows and doors, some complete building failures
- Small buildings overturned or blown away, complete destruction of mobile homes
- Major damage to lower floors of all structures less than 15 ft. (4.6 m) above sea level within 500 yards (457 m) of shore
- Low-lying escape routes inland cut by rising water several hours before windstorm center arrives; possible required evacuation of residential areas on low ground within 5 to 10 miles (8 to 16 km) of shore

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